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ABSTRACT

Intended for individuals and/or agencies who provide or require evaluation services, this paper attempts to deal with the lack of standards and procedures for evaluation contracts. The first section of the report, Summary and Overview of Standards and Procedures for Evaluation Contracting, contains a brief discussion of the use of the proposed standards and procedures, a checklist proposed for use in applying the standards and procedures, instructions for use of the checklist, and a flowchart which shows the interrelationships and sequence of major events for applying the standards and procedures. The second section of the report, Rationale and Discussion Relevant to the Development of Standards and Procedures for Evaluation Contracting, extends the discussion and rationale referred to in the first section and is subdivided into the following sub-sections: (1) uses of educational evaluation; (2) conceptual issues in determining when evaluation is appropriate; (3) rationale for use of external evaluation contracts; (4) rationale for specifying contractual procedures; (5) standards and procedures for selecting evaluation contractors; (6) standards and procedures for negotiation with an evaluation contractor; (7) standards and procedures for monitoring an evaluation contract; and (8) applications of the standards and procedures to sample contracts. (RC)

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STANDARDS AND PROCEDURES
FOR
DEVELOPMENT AND IMPLEMENTATION OF AN EVALUATION CONTRACT

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EDUCATION

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STANDARDS AND PROCEDURES FOR DEVELOPMENT AND IMPLEMENTATION OF AN EVALUATION CONTRACT

Introduction

As one looks at education at the national level, it is difficult to avoid being pessimistic about the future of genuine educational improvement in the nation's schools. The field of education lacks an abiding tradition of carefully planned changes or systematic inquiry into the effectiveness of new programs, processes and products which are inserted into the classroom. As a result, many of the changes occurring in education are little more than random adoption of faddish innovations. Probably the greatest contributors to such a situation are the lack of dependable information about the performance of educational products, practices and programs and the absence of established systems and procedures for producing such information.

Although not sufficient in and of itself, educational evaluation would seem to hold greater promise than any other approach to providing educators with information they need to help improve the process of education. Recognition of this fact has led many educational and legislative leaders throughout the nation to turn to evaluation (and related activities such as assessment and accountability) as the key to improving the quality of education in their state or district.

In Alaska, the importance of evaluation has been recognized at several levels. In addition to the evaluation studies mandated under guidelines for federally funded projects in several categorical areas, evaluation activities have been initiated by the Alaska Department of Education and by local education agencies in several areas of the state.

However, the success of these efforts has been somewhat limited to date and the general quality of evaluations conducted throughout the State of Alaska, especially those in the rural areas, has been rather unsatisfactory.[1] Obviously there are notable exceptions to this statement, but it does seem to be true of a majority of the federally sponsored evaluations as well as a majority of the evaluative studies which have been sponsored by individual schools or school districts.

Many reasons for the generally low quality of evaluation studies might be postulated. Several general impediments have been discussed in detail elsewhere (Worthen, 1972a) and will not be reiterated here. Three inadequacies which contribute to the poor quality of most educational evaluation studies should be singled out for some elaboration here, however, since they have been specifically listed by a staff member of the Alaska Department of Education as factors which he proposes as among the chief causes of the unsatisfactory quality of most evaluation studies conducted in Alaska.[2]

The three hypothesized inadequacies are:

1. The lack of explicit standards and procedures for use in developing and implementing an evaluation contract;
2. The lack of clearcut criteria for determining the adequacy of an evaluation design or study; and
3. The lack of standards for ethical conduct and practice in evaluation which could serve to guide persons and agencies who conduct evaluation studies in education.

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[1] Alaska is by no means unique in this regard. This statement would describe almost any other state in the union at least as well.

[2] The points are abstracted from a 1974 discussion document prepared by Frank Nelson, entitled "Criteria for Educational Evaluations."

This paper is an explicit attempt to deal with the first inadequacy, lack of standards and procedures for evaluation contracts. The second topic, meta-evaluation criteria, is the subject of a separate paper[3] and will not be dealt with here. The third topic, the professional ethics of the educational evaluator, is a pervasive element which undergirds and overarches both of the previous topics. The need for a code of ethics for professional evaluators has been argued elsewhere (Wright, 1975), but specification of such a code is a task of such magnitude that it far transcends the scope of the present paper on contract specifications or of its companion paper on criteria for evaluation designs and studies. Therefore, although the issue of ethical conduct is obviously implicit in much of what is presented in both papers, it should be understood that neither represents an attempt to discuss or develop explicit standards for ethical conduct or practice of educational evaluation. That effort, badly needed in the opinions of the present authors, must await a more comprehensive discussion which can focus specifically on that topic. Therefore, this paper addresses only the first hypothesized inadequacy--the need for explicit standards and procedures for evaluation contracting.

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[3] The Alaska Department of Education has contracted with the Northwest Regional Educational Laboratory for a paper on criteria for use in evaluating evaluation designs and studies. That paper, authored by James R. Sanders and Dean H. Nafziger, will be referenced here wherever relevant to the present topic.

Audiences for this paper. Guidelines and suggestions on the topic of this paper are potentially useful to many groups and individuals. Primary users might be divided into two audiences: (1) individuals and/or agencies who provide evaluation services and (2) clients who require such evaluation services. In the present case in Alaska, the specific audiences for which this paper was requested to be prepared were specified as the following:

1. Personnel in the Alaska State Department who have responsibility for funding or arranging for evaluation studies (e.g., personnel in the Alaska State Department of Education Office of Federal Programs)
2. Personnel in the school systems, districts and individual schools who employ the services of others to do evaluation studies in their schools (e.g., directors of special projects funded through the Office of Federal Programs, school superintendents, and the like), and
3. Persons or agencies who currently provide or intend to provide in the future evaluation services to individuals or agencies in either of the above audiences.

Readers Guide to the Paper

The topic of evaluation contracting is broad and multifaceted, and the effort to treat it thoroughly and comprehensively has resulted in a sizeable (perhaps too long) document organized into several major sections. Because of the length of the paper, two steps have been taken to aid the reader.

First, each of the major sections listed in the table of contents is annotated below to provide adequate information to the reader who is interested in only some of the considerations discussed.

Second, the first major section contains a self-contained abridgment and summary of the paper for the reader who (1) wishes an overview of the standards and procedures suggested in the paper sufficient to apply them, and (2) does not find it necessary to delve into the extensive rationale and discussion which supports the standards and procedures which are proposed.

The remainder of this paper is organized into the following sections:

I. Summary and Overview of Standards and Procedures for Evaluation Contracting. This section contains: (1) a brief discussion of the use of the proposed standards and procedures (e.g., when should they be applied, by whom, how, and to what?); (2) a checklist proposed for use in applying the standards and procedures; (3) instructions for use of the checklist; and (4) a flowchart which shows the interrelationships and sequence of major events for applying the standards and procedures. Each of these topics is drawn from a more extensive presentation of the same topic in subsequent sections of the paper. The purpose for this section is to provide sufficient information for the person interested only in the standards and procedures and tools for applying them and not in the rationale for their development. For anyone interested in the rationale, that is contained in the more extensive sections which comprise the remainder of this paper.

II. Rationale and Discussion Relevant to the Development of Standards and Procedures for Evaluation Contracting. This major section includes the extended discussion and rationale referred to above and therefore will be relevant only to the reader interested in the details underlying the standards and procedures summarized in the first section. This major section is subdivided into the following sub-sections.

A. Uses of Educational Evaluation. This section contains a discussion of the general purpose of evaluation and specific purposes of two types of evaluation, formative and summative, and who might best perform each.

B. Conceptual Issues in Determining When Evaluation is Appropriate. It makes little sense to discuss setting up an evaluation contract if conditions do not really warrant an evaluation in the first place. Sometimes evaluation contracts are established which have difficulty from the outset because evaluation activities are unwarranted. This section is an attempt to present ways of determining when evaluation is appropriate and when it is not.

C. Rationale for Use of External Evaluation Contracts. This section contains: (1) a discussion of internal and external evaluation and how they relate to summative evaluation, and (2) a discussion of the advantages and disadvantages of contracting with external agencies or individuals to conduct a summative evaluation study.

D. Rationale for Specifying Contractual Procedures. Not everyone agrees that evaluation contracts are either necessary or useful. However, there are many problems in the conduct of evaluation studies which would seem to be best (if not exclusively) solved by establishing firm shared understandings and agreements between client and evaluator. This section contains the rationale for the use of evaluation contracts.

E. Standards and Procedures for Selecting Evaluation Contractors. It is often a large step from deciding to contract with an external evaluator to finding a well-qualified evaluator to undertake the work. This section contains: (1) a general discussion of problems in identifying competent evaluators, (2) presentation of three possible approaches to judging the qualifications of an individual evaluator or staff of an evaluation agency, and (3) discussion of procedural options for selecting from among qualified evaluators.

F. Standards and Procedures for Negotiation With an Evaluation Contractor. In most instances, establishing an evaluation contract requires some negotiation or clarification between evaluator and client. This section deals with six relevant topics: (1) when to initiate negotiations; (2) considerations in agreeing on an evaluation design; (3) how to plan the scope of work; (4) issues for discussion and mutual agreement; (5) parties to be involved in the negotiation; and (6) procedures for terminating negotiations.

G. Standards and Procedures for Monitoring an Evaluation Contract. Even after an evaluation contract has been established, it is important for clients to monitor performance on the contract to assure timely performance and to avoid misunderstandings or dissatisfaction which might grow out of events unforeseen when the contract was initiated. This section lists the basic tools for monitoring and briefly describes procedures appropriate for use in modifying, re-negotiating or terminating contracts.

H. Applications of the Standards and Procedures to Sample Contracts. This section is presented in the hope that sample contracts may help illustrate the points and issues contained throughout this paper. Three contracts have been prepared. The first is a contract for the development of an evaluation design. The second is a contract for the implementation of that design. Both of these contracts are comprehensive documents, written in a formal style and with each party's responsibilities explicitly detailed. The third contract is a simplified version of the second contract, and represents a document which would serve as an adequate contract in many, perhaps most circumstances.

I. SUMMARY AND OVERVIEW OF STANDARDS AND PROCEDURES FOR EVALUATION CONTRACTING

When a client and/or evaluator contemplate(s) entering into a contract to evaluate an educational program or project, it can be presumed that several prior decisions have been made.

First, it evidently has been decided that an evaluation of the program or project is appropriate. Someone apparently has decided that there are relevant decisions to be made for which evaluative data would be important, or that evaluative feedback to program staff would help to improve the program. Or perhaps there is a legal requirement that the program be evaluated. Whatever the rationale for the decision, an intent to evaluate is patently a necessary precursor to an evaluation contract.

Second, it evidently has been decided that the evaluation should be conducted by an individual or agency external to the educational institution responsible for the program or project. Someone apparently has realized that certain types of evaluation studies (e.g., end-of-project evaluations designed to tell funding agencies if the school district accomplished what it set out to accomplish in the project) are less suspect if conducted by external personnel. Concern for credibility and objectivity of the evaluation results likely have prompted the decision to seek external assistance. Whatever the motivation, contemplation of an evaluation contract would seem to suggest the notion of involvement of an external party, since only the most pessimistic are likely to require contracts when the evaluation is to be conducted by individuals employed within the same institution.

Third, it evidently has been decided that the evaluation should be conducted under a contract or some similar formalized agreement, rather than having the external evaluator proceed to carry out the evaluation with guidance only from whatever informal verbal or written dialogue may have occurred. Someone apparently has decided that clear, written understandings of the conditions under which the evaluation will be carried out and of the expectations of all parties will help avoid later misunderstandings and disagreements concerning the conduct or results of the evaluation. An administrator who has never yet received an evaluation report in time for use for the decision for which it was intended may wish to require delivery by a specified date as a requirement for full payment for the evaluator's services. Or, an evaluator whose last evaluation report was rewritten by the client (with removal of all negative findings) before presentation to the funding agency may wish to stipulate in a formal contract that no changes be made in the evaluation report without express consent of the authors. Perhaps it has been concluded that, even among administrators and evaluators with the highest possible professional standards and ethics, conflicts can and do arise which could have been largely avoided had there been better documentation of shared understandings concerning important procedures for completing the evaluation.

The basic thesis of the later sections from which this condensation is drawn is that the use of evaluation contracts is advisable when evaluations are to be conducted by persons external to the institution responsible for the program to be evaluated (or, in larger institutions such as large universities, by persons external to the unit or department responsible for the program). The rationale presented in the later sections has led the authors to propose a set of criteria to assist administrators and evaluators as they think about whether to set up an evaluation contract and, if so, how to go about it. These criteria are summarized in this section in the form of a checklist. A flowchart, in which the major points of the checklist are translated into a pictorial sequence of events and decisions is also included.

A. Users Guide to the Checklist

Before presenting the checklist, it may be helpful to discuss briefly its structure, who might use it, when, and for what.

First, the checklist contains seven sub-sections which deal respectively with the following types of criteria:

1. Criteria for determining when to conduct an evaluation
2. Criteria for determining whether to contract with an external contractor
3. Criteria to consider when selecting an evaluator
4. Criteria for selecting among procedural options for letting a contract
5. Criteria to consider when using a Request for Proposals
6. Criteria for use in negotiating the contract
7. Criteria for use in monitoring the contract.

Different sections of the checklist will be useful to different individuals and groups for different purposes. Among the more obvious users would be those listed below.

Funding agency personnel (e.g., personnel in a State Department of Education Office of Federal Programs) would likely find all seven sections of the checklist useful as they discharge their comprehensive responsibilities. Section one could serve to assist in decisions about which programs would most profit from or require evaluation. Use of section two should result in a decision about whether evaluation should be conducted internally or externally to the agency conducting the program. Sections three through seven would be useful in cases where funding agency personnel become involved in establishing the evaluation contracts directly as well as cases where they assist educational administrators to arrange evaluations mandated under titled funding programs (e.g., ESEA Title I) but left to the discretion of the district to arrange.

Educational administrators (e.g., school superintendent or principal, dean of a college of education) would find all sections of the checklist useful in a manner parallel to that described above for funding agency personnel (with the exception of the proviso relating to assisting educational administrators). In short, whenever a program or project is in need of a summative evaluation, the entire checklist should prove useful to an administrator responsible for identifying the best evaluation help possible to carry out the evaluation.

Educational evaluators would have some interest in sections one, two, and four and would provide the data on which judgments in section three would be made. However, active participation and use of the checklist by the evaluation contractor would involve sections five through seven, which bear directly on planning and conducting the evaluation.

How to use the checklist. The checklist is largely self-explanatory. Users would normally proceed through the relevant section(s) of the checklist, checking a single response option for each criterion listed. At the end of each section there is a summary question which should be answered on the basis of the responses to the previous questions in that section. It should be noted that no formulae or rules are provided for how one draws the summary judgments for each section of the checklist. The checklist is proposed as an aid to, and not a substitute for, professional judgment. In the authors' judgment, attempted rules or algorithms for summarizing criteria for each section would result in a mechanistic approach that would ill serve the purpose for which it is intended. Each user must accept responsibility for his or her own judgment. This caveat notwithstanding, in cases where several persons apply the checklist to common entities, it may be important to agree on common interpretations and weighting among criteria before aggregating individual judgments across raters.

Two other factors should also be noted. First, it is not assumed that all users will have at their fingertips all the information necessary to answer each question in the checklist (e.g., questions dealing with the adequacy of the methodological background of a prospective evaluator). It is hoped that those who need assistance will turn to others with known expertise in relevant areas when questions require knowledge beyond that possessed by the user. If such help is unavailable, the question may simply have to go unanswered. The risk of including some questions which cannot always be answered unequivocally seems less, however, than that of omitting the consideration from the checklist simply because obtaining an answer to that question is sometimes difficult.

Second, the several sections of the checklist deal with different considerations, making it inappropriate to reduce all sections to a completely consistent format. In some sections, one item of necessity leads to another in strict sequence, whereas other sections contain profiles of items which could be easily answered in orders other than that in which they are presented. These format changes should not detract from the checklist if prospective users remind themselves that the criteria are intended to prompt thought about important aspects of contracting for evaluations and facilitate decisions about that process and are not intended to produce a "score."

B. Checklist of Criteria for Evaluation Contracts

The complete checklist is presented below, followed by the translation of the checklist into a flowchart of major events and decisions relating to the criteria presented in the checklist.

CHECKLIST: Section One: Criteria for Determining When to Conduct an Evaluation

		Check one for each item	
		Yes	No
1.	Is there a legal requirement to evaluate the program? (If yes, initiate the evaluation; if no, go to Item 2 below.)		
2.	Is there a decision to be made for which evaluation information would be relevant? (If yes, go to Item 3; if no, evaluation is inappropriate and you should discontinue further use of this checklist.)		
3.	Is it likely that the evaluation will provide dependable information relevant to the decision to be made? (If yes, go to Item 4; if no, discontinue.)		
4.	Will the decision be made exclusively on other bases and uninfluenced by the evaluation data? (If yes, evaluation is superfluous, discontinue; if no, initiate evaluation.)		

SUMMARY TO SECTION ONE: Based on questions 1-4 above, should an evaluation be conducted? (If yes, proceed to checklist section 2; if no, discontinue use of this checklist.)		

CHECKLIST: Section Two: Criteria for Determining Whether to Contract With an External Evaluator

	Check one for each item	
	Yes	No
1. Is there a legal requirement that the evaluation be conducted by an outside agency? (If yes, initiate the contract; if no, go to Item 2.)		
2. Are financial resources available to support a contract for an external evaluation? (If yes, proceed to Item 3; if no, conduct the evaluation internally and discontinue use of this checklist.)		
3. Are credibility and objectivity of concern to the audiences for which the evaluation is conducted? (If yes, proceed to Item 4; if no, discontinue.)		
4. Is there an external contractor possessing the necessary technical competence who is available and willing to do the evaluation?* (If yes, initiate the contract; if no, conduct the study internally, but recognize the loss of credibility and objectivity.)		
SUMMARY TO SECTION TWO: Based on questions 1-4 above, should this evaluation be contracted with an external evaluator? (If yes, proceed to section three of the checklist; if no, discontinue its use.		

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*Further detail on this criterion will be provided in a subsequent section of this checklist.

CHECKLIST: Section Three: Criteria to Consider When Selecting an Evaluator

(Each item below is written to apply to an individual. If the potential contractor is an agency the question should be re-cast accordingly.)

	Contractor appears to be: (Check one for each item)		
	Well Qualified	Cannot Determine Qualifications	Not Well Qualified
1. To what extent does the formal training of the potential contractor qualify him/her to conduct evaluation studies? (Consider items such as major or minor degree specialization; specific courses or course sequences in evaluation methodology; qualifications of persons with whom training was taken, if such qualifications are known.)			
2. To what extent does the previous evaluation experience of the potential contractor qualify him/her to conduct evaluation studies? (Consider items such as length of experience; relevance of experience.)			
3. To what extent does the previous performance of the potential evaluation contractor qualify him/her to conduct evaluation studies? (As judged by work samples or references).			
SUMMARY TO SECTION THREE: Based on questions 1-3 above, to what extent is the potential evaluation contractor qualified to conduct evaluation studies? If "well qualified," proceed to subsequent sections of this checklist. If "not well qualified," discontinue consideration of this contractor. If "cannot determine qualifications" on basis of initial information, seek additional information and/or assistance from colleagues with expertise in evaluation to make this critical judgment.			

NOTE: A neutral category has been included in this section of the checklist because informatio initially available about potential contractors may be insufficient to permit unequivocal judgments to be made on this dimension.

CHECKLIST: Section Four: Criteria for Selecting Among Procedural Options for Letting Contracts

		Check one for each item	
		Yes	No
1.	Is there a legal constraint against sole source contracting? (If yes, discontinue use of this section of the checklist and go to Item 4 below; if no, go on to Item 2.)		
2.	Is there an evaluation contractor who meets the criteria in checklist three, who is interested in this evaluation, and whose services are desired by the client? (If yes, go to Item 3; if no, go to Item 4.)		
3.	Have such a large number of contracts been let to this same contractor that "cronyism" may be a danger? (If yes, reconsider Item 2 above for a new contractor; if no begin negotiations.)		
4.	Are the financial resources available for this evaluation sufficient to warrant the cost of an RFP? (If yes, prepare an RFP; if no use synopsis review approach to find a suitable contractor.)		

SUMMARY TO SECTION FOUR:

Based on questions 1-4 above, which of the following procedural options do you select for letting the evaluation contract? (Brief definitions of options appear below on this page.)

a. ☐ Sole Source Contract
b. ☐ Request for Proposals
c. ☐ Synopsis Review Approach

(If "a" or "c" is chosen, go to section six of this checklist; if "b" is chosen, go to section five of this checklist.)

Sole Source = contractor identified solely on the basis of known qualification to conduct evaluation studies

Request for Proposals = contractor identified on the basis of a detailed proposal for the conduct of the evaluation, submitted in an open competition for the contract

Synopsis Review Approach = contractor identified on the basis of a brief outline of (1) how the evaluation study would be conducted and (2) evaluator's qualifications

CHECKLIST: Section Five: Criteria to Consider When Using an RFP

	Check one for each item	
	Yes	No
1. Does the RFP include: a. an adequate description of the context in which the evaluation is to take place?		
b. clear statements of the purposes and characteristics of the project to be evaluated?		
c. the specific products expected from the evaluation?		
d. the resources available for the evaluation?		
e. the constraints which would affect the evaluation?		
2. If methodological restrictions (e.g., restrictions on sampling) are essential, are they included in the RFP?		
3. Has a panel been selected for reviewing the proposals received?		
4. Has the panel established criteria for judging the proposals?		
5. Are these criteria included in the RFP?		

SUMMARY TO SECTION FIVE: Based on questions 1-5 above, is the RFP ready to be issued? (If yes, issue RFP and proceed to section six of the checklist; if no, re-write RFP).		

CHECKLIST: Section Six: Criteria for Use in Negotiating the Contract

		Check one for each item	
		Yes	No
1.	If an experimental design is appropriate, are the negotiations scheduled to occur in time to permit evaluator involvement prior to the assignment of the treatment to the experimental units?		
2.	If a time frame approach to the evaluation is appropriate, are the negotiations scheduled to occur in time to permit the collection of data (concerning the status of those who are to participate) well in advance of the introduction of the treatment?		
3.	If necessary, are the negotiations scheduled to occur in time to permit the development, tryout, analysis, and revision of instruments prior to their first intended use?		
4.	Have adequate provisions been made for the development of an evaluation design through one of the following: preparation of design for set-fee; preparation of design as the first phase of the contract; or preparation of design under an initial contract, with a separate contract for implementing the design.		
5.	Does the negotiated Scope of Work include: a. the procedures to be employed by the evaluator and a time schedule for their performance?		
	b. adequate descriptions of the products to be expected from the evaluation and deadlines for their delivery?		
	c. criteria for judging that the contract has been fulfilled?		
6.	Have the negotiations dealt with the respective responsibilities of the client and contractor concerning: a. the identification of the objectives of the inquiry?		
	b. data access?		

		Check one for each item	
		Yes	No
7.	Are the audiences of the evaluation report(s) identified?		
8.	Have negotiations concerning potential conflicts of interest taken place?		
9.	Has the issue of "piggybacking" other research interests been discussed?		
10.	Have the copyright and publication rights issues been thoroughly explored and mutually agreed upon?		
11.	Has an agreement concerning the rights of prior review of reports been reached?		
12.	Has an adjudication procedure been established?		
13.	Has a basis for payment been established?		
14.	Have the primary negotiators been identified?		
15.	Have those who will be affected by the evaluation been invited to participate at a secondary level in the negotiations, at least by representation?		
16.	Has a time and resource limit for negotiations been set by mutual agreement?		
17.	If the negotiations have not been successfully concluded with the time and resource limits set, has a second potential contractor been identified? (Refer to checklist section three.)		

SUMMARY TO SECTION SIX: Based on questions 1-17 above, have negotiations been sufficiently successful to warrant letting a contract or contracts for accomplishment of the evaluation design and conduct of the evaluation? (If yes, sign the contract; if no, return to section four and use to find another contractor.)		

CHECKLIST: Section Seven: Criteria for Use in Monitoring the Contract

	Check one for each item	
	Yes	No
1. Have procedures for monitoring the progress of the work been agreed upon, i. e., have milestone review points and product deadlines been clearly set?		
2. If circumstances are different than those anticipated in the contract, has a renegotiation occurred?		
3. If renegotiation was not possible, has a mutually satisfactory agreement to terminate the contract been reached?		
4. If a dispute exists, have the two parties met to attempt a resolution? Have the results of that meeting been documented?		
5. If the dispute cannot be resolved among the parties to the contract, has the adjudication process been invoked?		

SUMMARY TO SECTION SEVEN: Based on questions 1-5 above, is the conduct of the evaluation proceeding in a mutually satisfactory fashion? (If yes, proceed to completion of the evaluation; if no, modify or terminate contract as necessary.)		

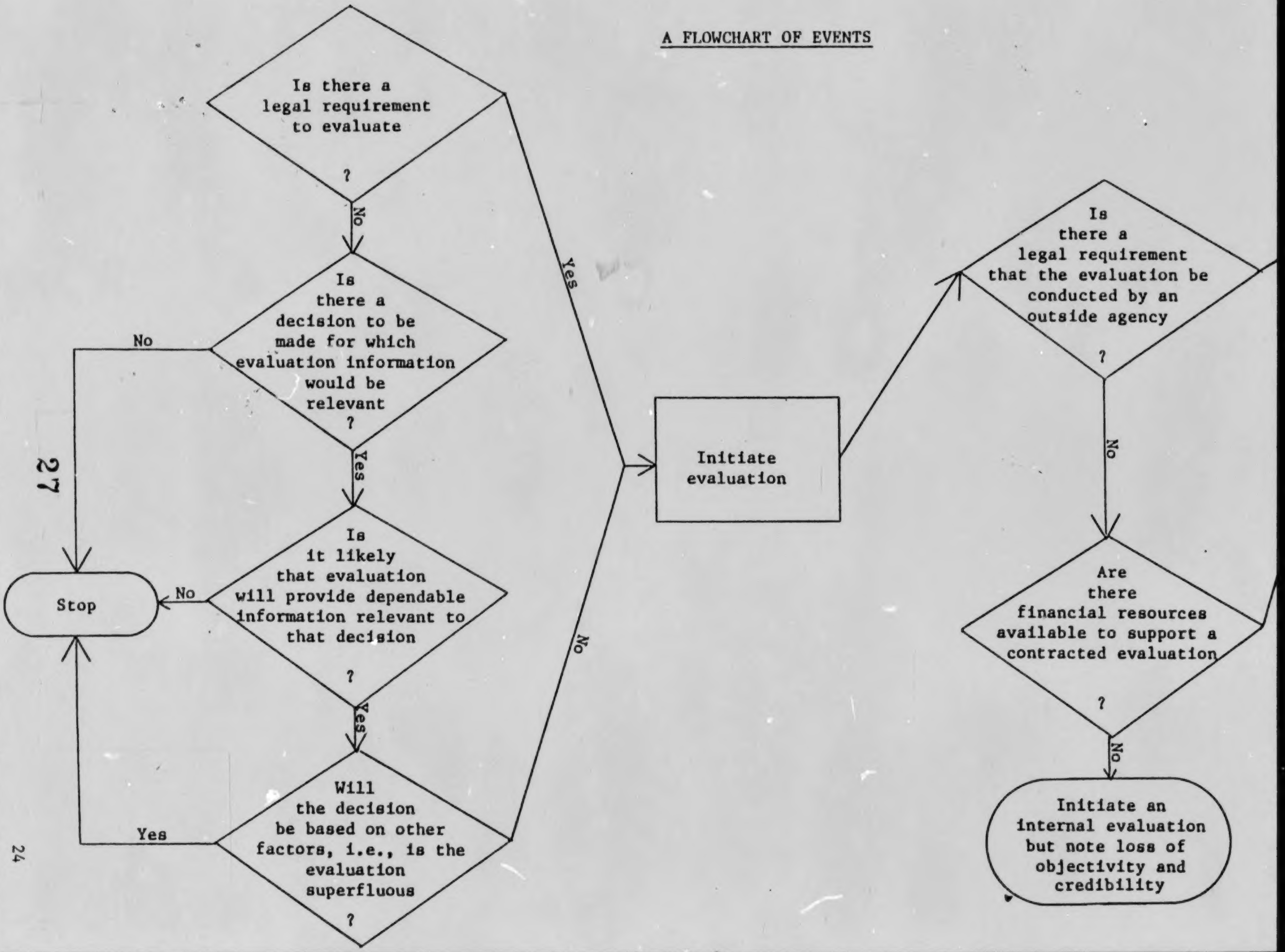
C. A Flowchart of Events

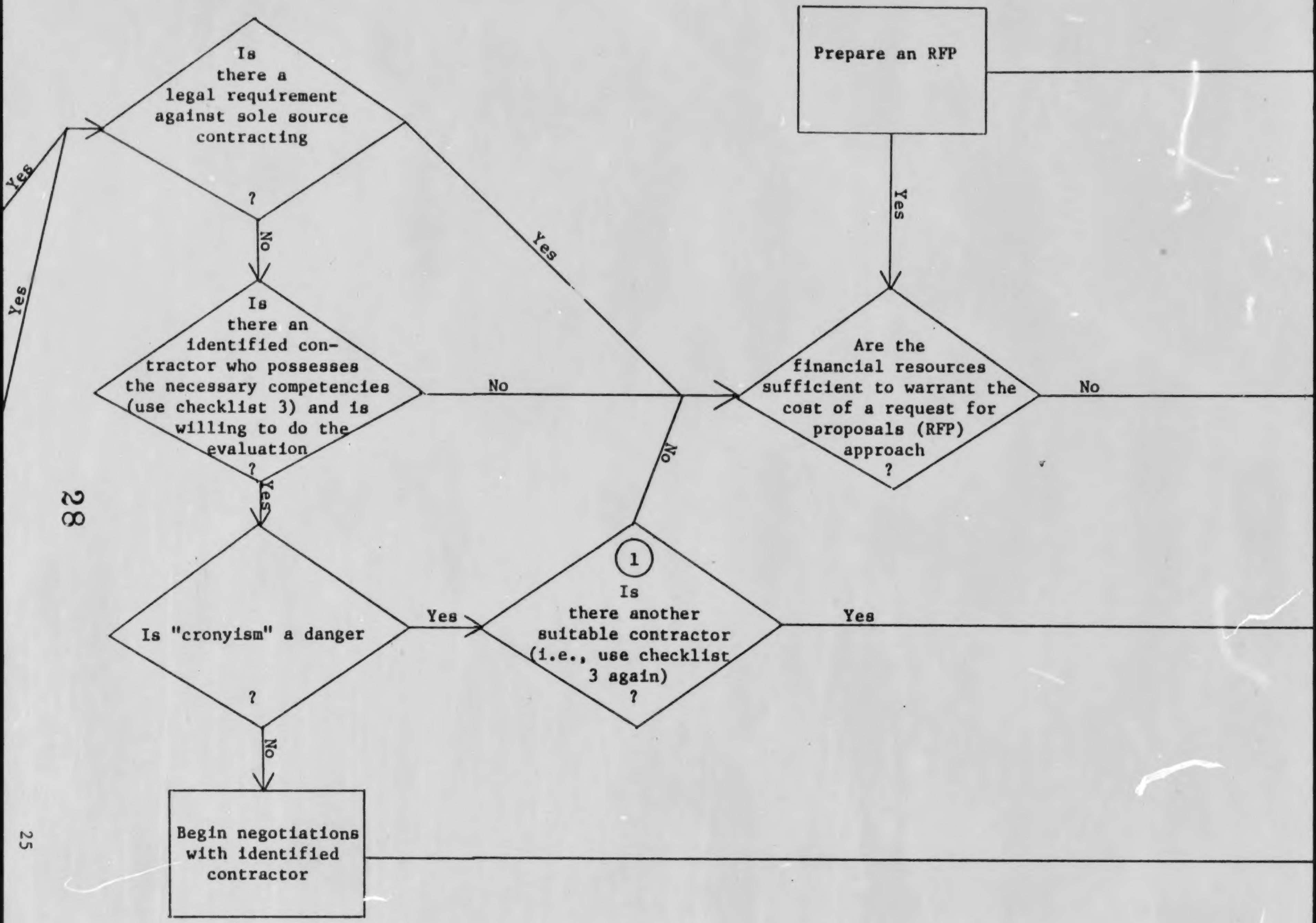
In the previous section of this paper, the complete checklist relating to contract standards and procedures was presented. In the following pages, that checklist has been transformed into a flowchart to clarify the timing and sequence of the events in the preparation of an evaluation contract.

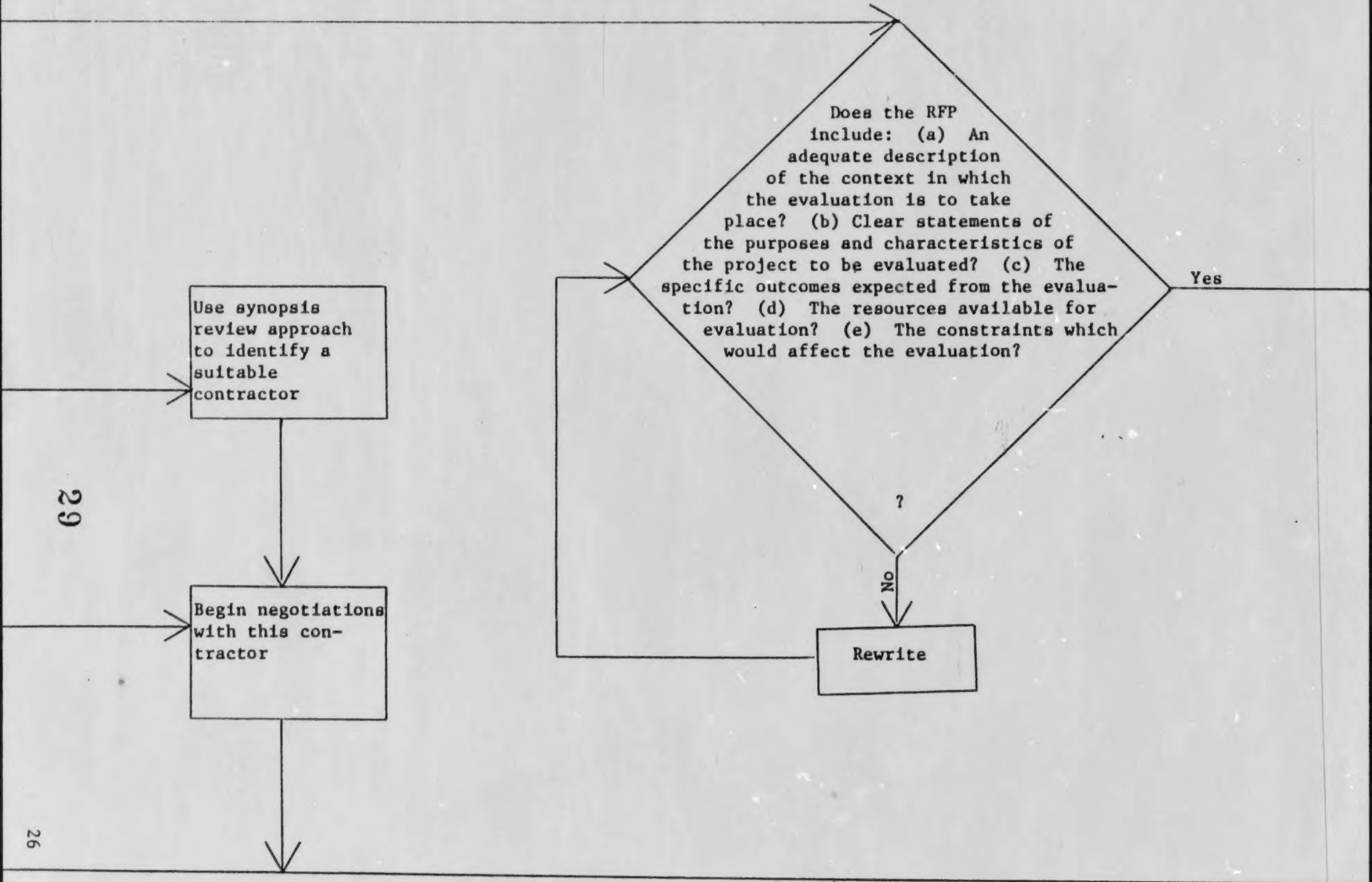
The symbols used in this flowchart are as follows:

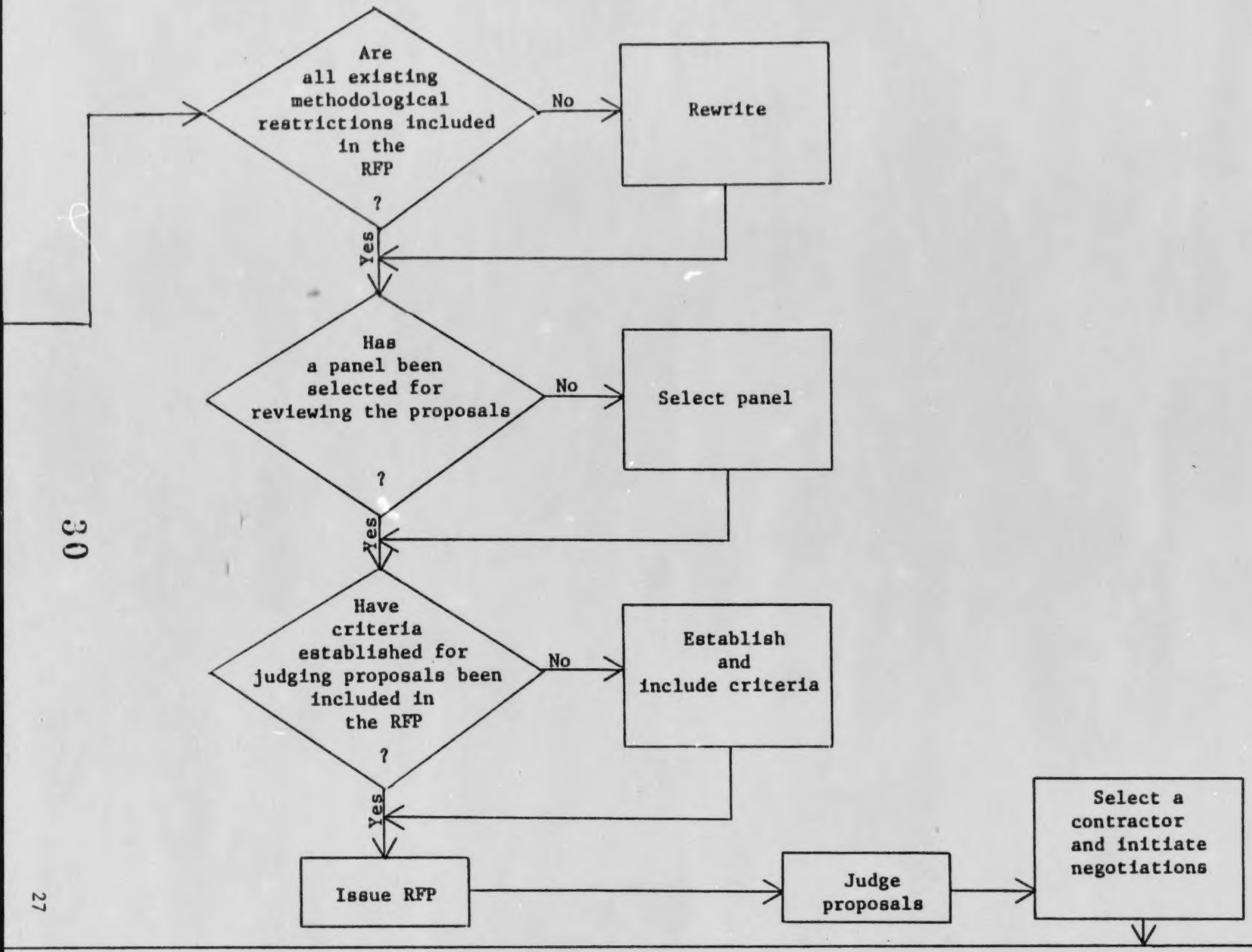
▭ Rectangle -- an event
◇ Diamond -- a decision point
⬭ Oval -- a termination point for going through the flowchart
○ Circle -- a continuation or transfer point
⬡ Hexagon -- end product desired

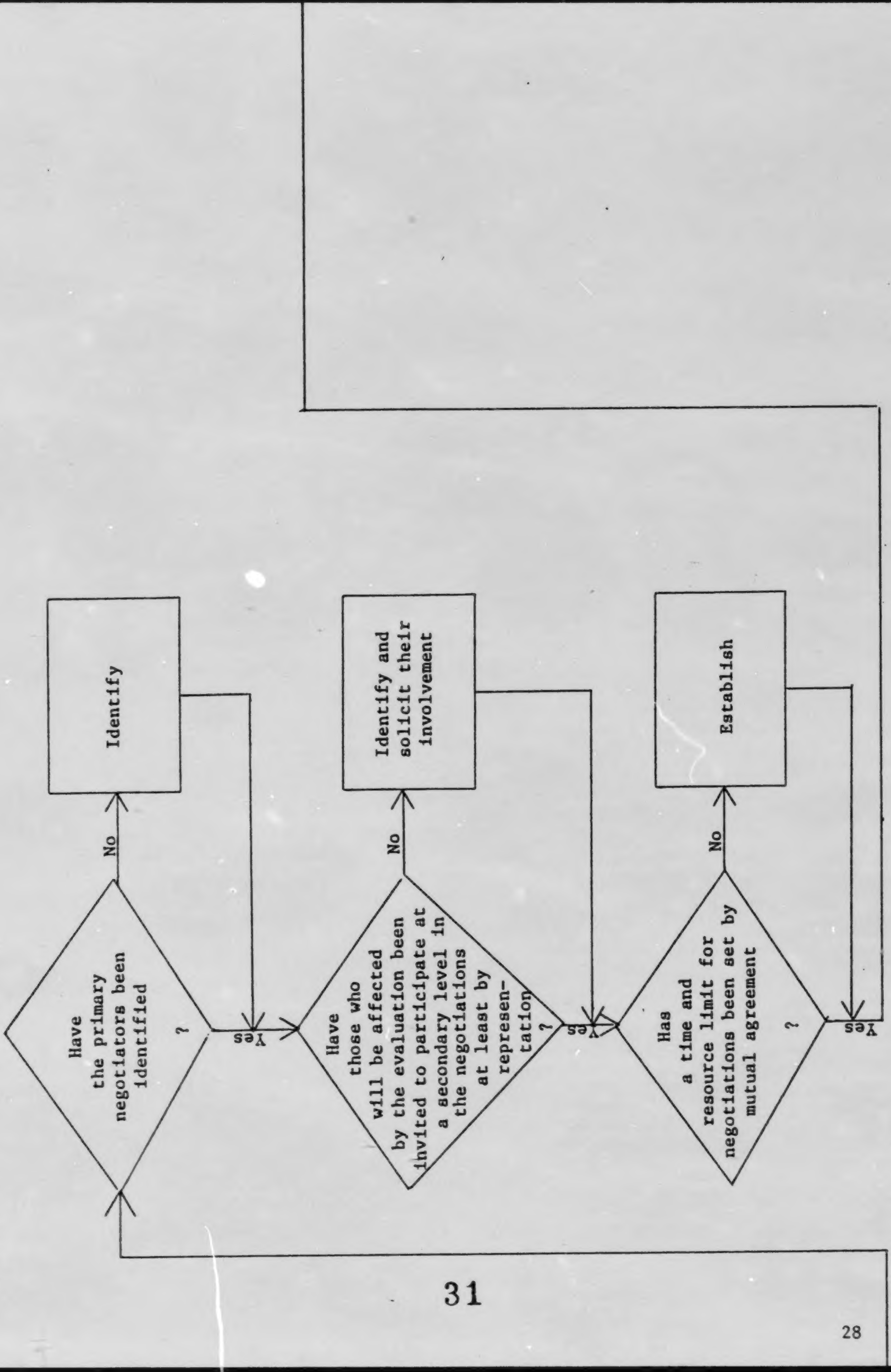
A FLOWCHART OF EVENTS

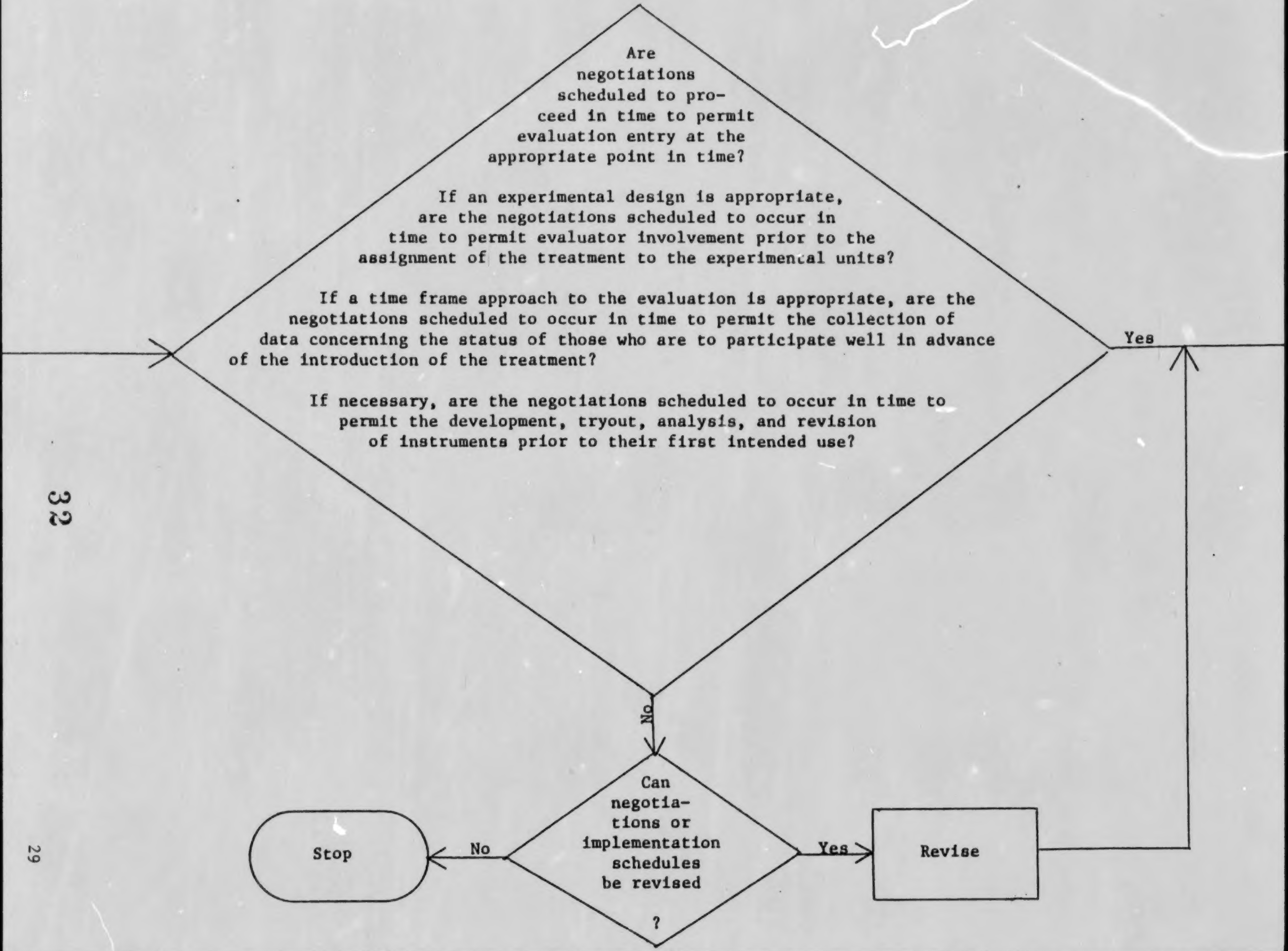

Is there a legal requirement to evaluate ?
No
Yes
Is there a decision to be made for which evaluation information would be relevant ?
No
Yes
Is it likely that evaluation will provide dependable information relevant to that decision ?
No
Yes
Will the decision be based on other factors, i.e., is the evaluation superfluous ?
Yes
No
Stop
Initiate evaluation
Is there a legal requirement that the evaluation be conducted by an outside agency ?
No
Are there financial resources available to support a contracted evaluation ?
No
Initiate an internal evaluation but note loss of objectivity and credibility

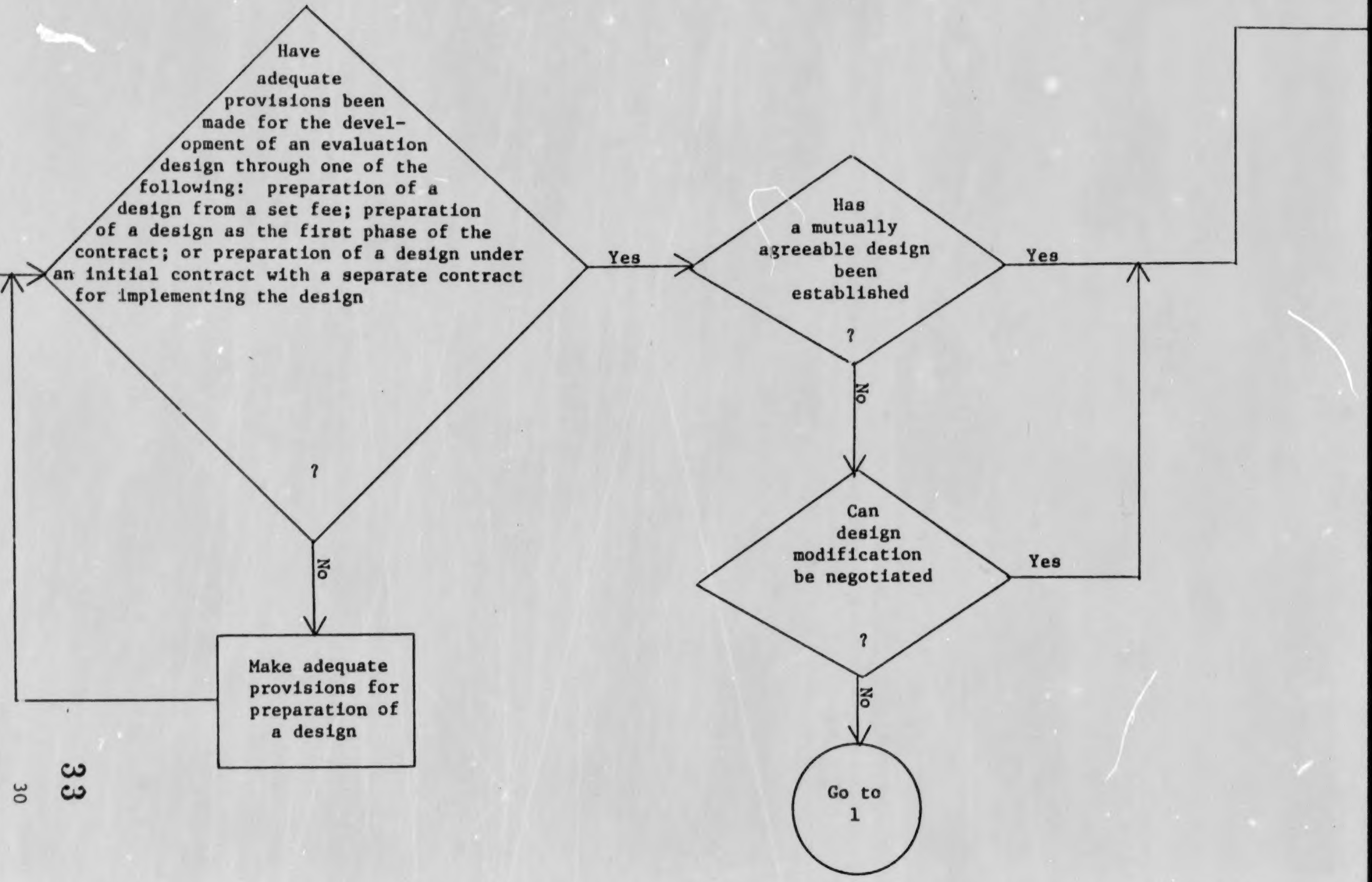

Yes
Yes
Is there a legal requirement against sole source contracting ?
No
Yes
Is there an identified contractor who possesses the necessary competencies (use checklist 3) and is willing to do the evaluation ?
No
Yes
Prepare an RFP
Yes
Are the financial resources sufficient to warrant the cost of a request for proposals (RFP) approach ?
No
No
Is "cronyism" a danger ?
Yes
① Is there another suitable contractor (i.e., use checklist 3 again) ?
Yes
No
Begin negotiations with identified contractor

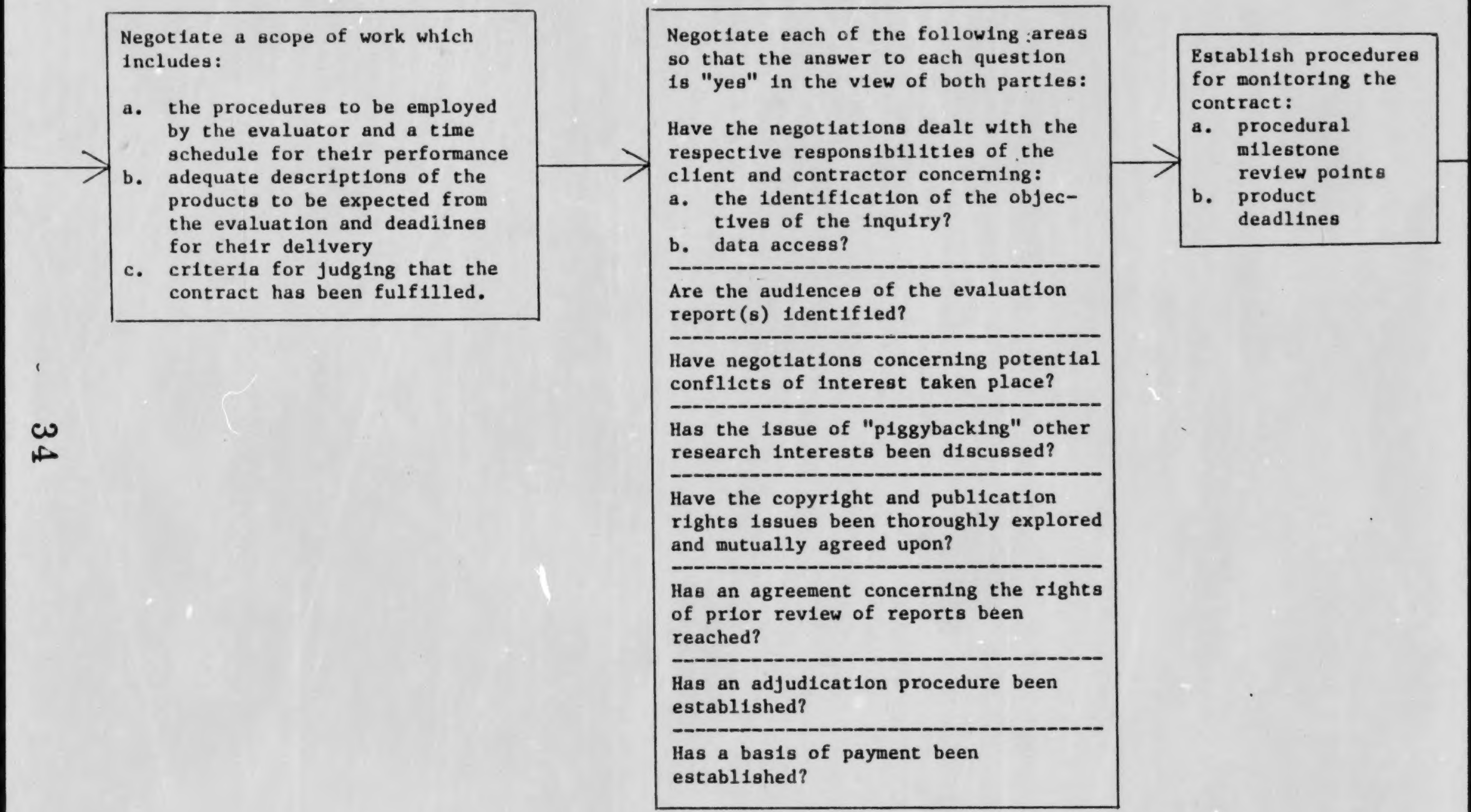

Does the RFP include: (a) An adequate description of the context in which the evaluation is to take place? (b) Clear statements of the purposes and characteristics of the project to be evaluated? (c) The specific outcomes expected from the evaluation? (d) The resources available for evaluation? (e) The constraints which would affect the evaluation?
Yes
?
No
Rewrite
Use synopsis review approach to identify a suitable contractor
Begin negotiations with this contractor


Are all existing methodological restrictions included in the RFP ?
No
Rewrite
Yes
Has a panel been selected for reviewing the proposals ?
No
Select panel
Yes
Have criteria established for judging proposals been included in the RFP ?
No
Establish and include criteria
Yes
Issue RFP
Judge proposals
Select a contractor and initiate negotiations


Have the primary negotiators been identified ?
No
Identify
Yes
Have those who will be affected by the evaluation been invited to participate at a secondary level in the negotiations at least by represen- tation ?
No
Identify and solicit their involvement
Yes
Has a time and resource limit for negotiations been set by mutual agreement ?
No
Establish
Yes


Are negotiations scheduled to proceed in time to permit evaluation entry at the appropriate point in time?
If an experimental design is appropriate, are the negotiations scheduled to occur in time to permit evaluator involvement prior to the assignment of the treatment to the experimental units?
If a time frame approach to the evaluation is appropriate, are the negotiations scheduled to occur in time to permit the collection of data concerning the status of those who are to participate well in advance of the introduction of the treatment?
If necessary, are the negotiations scheduled to occur in time to permit the development, tryout, analysis, and revision of instruments prior to their first intended use?
Yes
No
Can negotiations or implementation schedules be revised ?
No
Stop
Yes
Revise


Have adequate provisions been made for the development of an evaluation design through one of the following: preparation of a design from a set fee; preparation of a design as the first phase of the contract; or preparation of a design under an initial contract with a separate contract for implementing the design ?
Yes
No
Make adequate provisions for preparation of a design
Has a mutually agreeable design been established ?
Yes
No
Can design modification be negotiated ?
Yes
No
Go to 1



Negotiate a scope of work which includes:

a. the procedures to be employed by the evaluator and a time schedule for their performance
b. adequate descriptions of the products to be expected from the evaluation and deadlines for their delivery
c. criteria for judging that the contract has been fulfilled.

Negotiate each of the following areas so that the answer to each question is "yes" in the view of both parties:

Have the negotiations dealt with the respective responsibilities of the client and contractor concerning:
a. the identification of the objectives of the inquiry?
b. data access?

Are the audiences of the evaluation report(s) identified?

Have negotiations concerning potential conflicts of interest taken place?

Has the issue of "piggybacking" other research interests been discussed?

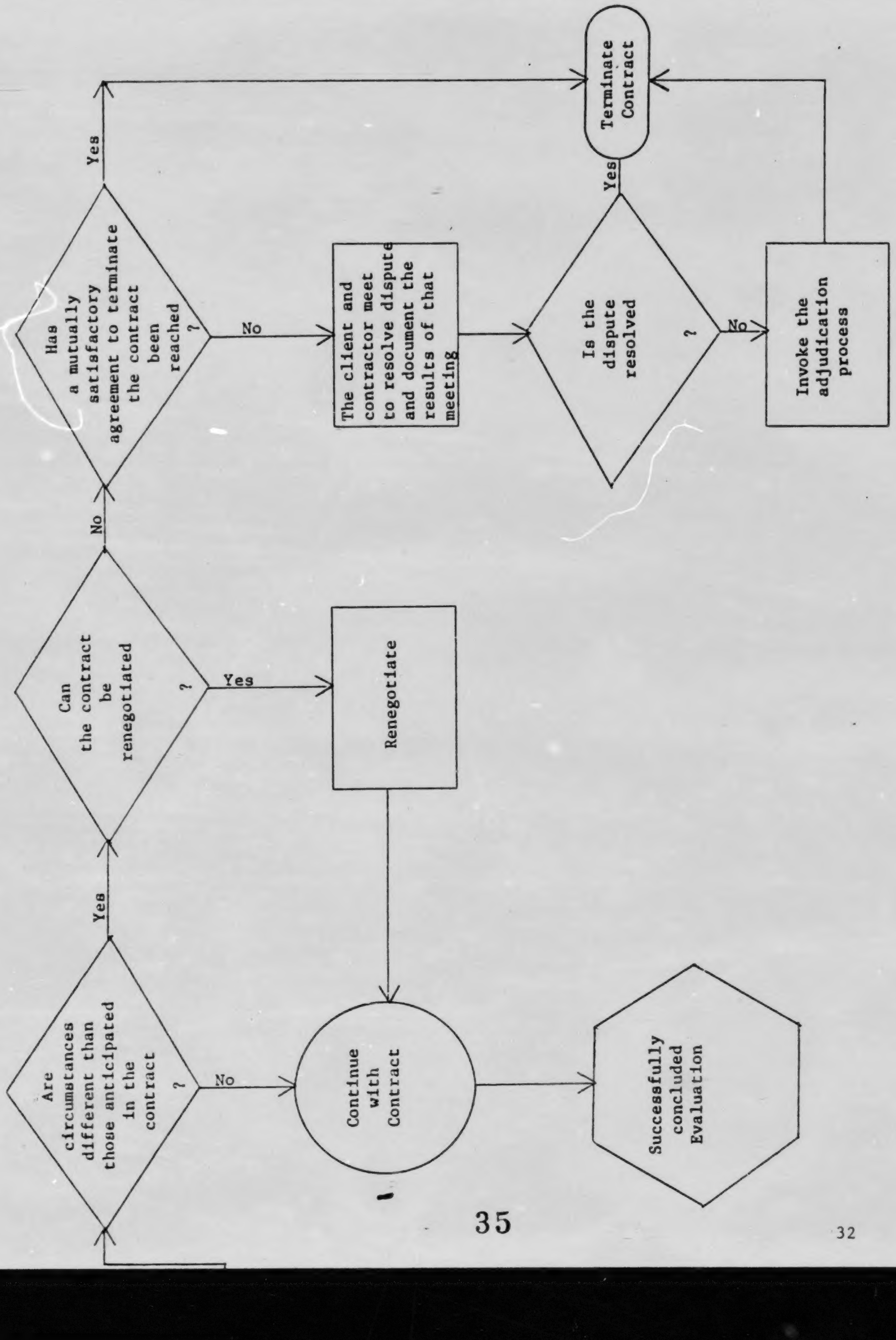
Have the copyright and publication rights issues been thoroughly explored and mutually agreed upon?

Has an agreement concerning the rights of prior review of reports been reached?

Has an adjudication procedure been established?

Has a basis of payment been established?

Establish procedures for monitoring the contract:
a. procedural milestone review points
b. product deadlines


Are circumstances different than those anticipated in the contract ?
No
Continue with Contract
Successfully concluded Evaluation
Yes
Can the contract be renegotiated ?
Yes
Renegotiate
No
Has a mutually satisfactory agreement to terminate the contract been reached ?
Yes
Terminate Contract
No
The client and contractor meet to resolve dispute and document the results of that meeting
Is the dispute resolved ?
Yes
No
Invoke the adjudication process

II. RATIONALE AND DISCUSSION RELEVANT TO THE DEVELOPMENT OF STANDARDS AND PROCEDURES FOR EVALUATION CONTRACTING

The remainder (and bulk) of this paper contains: (1) a more complete presentation of the standards and procedures presented in the previous section, and (2) the extensive rationale and discussion which supports those standards and procedures. Although the previous section may suffice for many users who require only an overview of the material sufficient to allow them to apply it, other users may wish more detail. This would be true for persons who wish (1) to attain more understanding of the concepts implicit in the standards and procedures, or (2) to probe the rationale on which they stand. The remainder of this paper is provided to satisfy both of these needs.

A. Uses of Educational Evaluation

Before considering the issue of when to evaluate, it may be useful to consider the prior question of whether it is ever appropriate to evaluate. The need for evaluation has so often taken the form of an unreasoned assumption or a strident assertion that it is possible to lose track of the real logic underlying the initiation of evaluation studies. The rationale for evaluation has been argued at some length in previous seminal writings on evaluation (e.g., Scriven, 1967; Stake, 1967; and Stufflebeam, 1968) and need not be repeated here. It may be useful, however, to present a brief orientation to some basic purposes of conducting evaluation studies and some simple definitions of how terms will be used in this paper.

As used herein, evaluation is the systematic determination of the quality or effectiveness of an educational entity such as a program, project, product, or process.[4] It includes (1) determination of the standards for judging effectiveness or quality and whether those standards should be relative or absolute, (2) collection of the relevant information through measurement or other means, and (3) application of the standard in determining quality or effectiveness. Evaluation can apply to programs already in existence or to the potential utility of proposed alternative programs or approaches.

The (ostensible) purpose for which evaluation is normally conducted is to determine the worth or value of an educational program in order to improve it. This requires not only that information be collected in relation to specified criteria or standards, but also that it be collected relative to a clearly articulated decision or set of decision alternatives. Evaluation should discriminate among successful and unsuccessful programs and among effective and ineffective products and procedures within them. This discriminative function of evaluation should assist educational administrators in making various decisions about whatever is being evaluated, such as the following: (1) decisions about which programs are sufficiently exemplary to warrant statewide dissemination, or which products are effective enough to warrant their use in other programs; (2) decisions about which aspects of a program are most in need of improvement and which alternative approach seems most likely to lead to significant improvement;

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[4] The discussion in the remainder of this paper is intended to apply equally to evaluation of educational programs, projects, products and processes--indeed, any object of an educational evaluation. However, to avoid tedious redundancy, only one term (e.g., "program") will generally be used hereafter in each example or concept presented. The other possible objects of educational evaluation can be assumed to be included by implication.

or (3) decisions about whether to continue or terminate a program.

These considerations lead to differentiation between two types of evaluation: formative and summative. Formative evaluation simply refers to evaluation that is conducted during the operation of a program for the express purpose of providing evaluative information to program directors for their use in improving it. For example, during the development of a new curriculum, formative evaluation could involve content inspection by experts, pilot tests with small numbers of children, field tests with larger numbers of children and teachers in several schools, and so forth. Each of these steps would result in immediate feedback to the developers who would use the information to make necessary revisions in the materials. In formative evaluation, the audience for the evaluation report comprises personnel in the program--in our example, those who were responsible for developing the curriculum. Formative evaluation leads to (or should lead to) decisions about program development (including modification, revision, and the like).

Summative evaluation is evaluation conducted for the express purpose of judging the worth or effectiveness of that program for potential users for whom it has been developed, after the development is completed. For example, after the curriculum package is completely developed, a summative evaluation might be conducted to determine how effective the package is with a national sample of typical schools, teachers, and students at the level for which it was developed. In summative evaluation, the audiences for the evaluation report include the potential users (students, teachers, and other professionals) and the source of funding (taxpayer or funding agency), as well as program personnel. Summative evaluation leads to decisions concerning whether programs should be continued, terminated, expanded, etc.

It should be apparent from this differentiation that formative and summative evaluation are both essential to sensible decision making about any educational program, since decisions need to be made during the developmental stage of a program to improve, help, and strengthen it and at the end of one (or more) cycle of the program to judge its final worth and impact and determine its future. Unfortunately, far too many educators overlook the importance of formative evaluation and focus only on a summative evaluation at the end of the program. Such an oversight is myopic, since formative evaluation data collected early can help re-channel a program into more productive directions so that time, money and all types of human and material resources have not been expended on the program in vain. It is little help to introduce evaluation only when the project has reached or nearly reached completion. It may simply be too late to save it.

Despite the importance of formative evaluation, it will not be discussed further in this paper. That is not because it lacks in importance (for as noted above, good formative evaluation may be in many ways as crucial or even more crucial than summative evaluation to the overall success of a program), but because formative evaluation is seldom contracted for by outside agencies or individuals. Typically, formative evaluation studies which have been conducted in Alaska have been performed by staff members of the program involved--i.e., they have been internal evaluations. Evaluation contracts are typically made with persons or agencies external to the program, and in almost every instance these evaluations have been for summative evaluation activities.[5] Therefore, the focus of this paper is exclusively on summative evaluations contracted to outside agencies or individuals. The term evaluation shall be used in the remainder of this paper in the circumscribed sense of referring only to summative evaluation unless specifically noted otherwise.

B. Conceptual Issues in Determining When Evaluation is Appropriate

The discussion in the preceding section provides a framework for considering when it is appropriate for an agency (e.g., a school district) to initiate an evaluation of one of its programs. The idea that evaluation is always appropriate for any program may be compelling in an idealistic sense, but it ignores many practical realities. For example, in some programs, the decisions have already been made for reasons other than evaluative data. Consider the case where a program has sufficient political appeal with important constituencies that administrators are clear about their intention to continue it regardless of what any evaluation study showed about the program, even if it demonstrated the program was completely worthless on criteria such as student achievement.[6] In this case, evaluation can play no role unless it is to provide a justification for continuation of the program, a whitewash function that prostitutes the role of evaluation. So it seems appropriate to conclude that evaluation should not be conducted when the decision will be made on other bases and will not be affected by the evaluation data.

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[5] An argument for external formative evaluation has been made previously (Worthen, 1974) and the present authors support the contention that this is an important activity. However, few educational agencies have yet contracted for external formative evaluations of their programs. It therefore seems prudent to restrict attention in this paper to the more typical external summative evaluation. It is beyond the scope of this paper to develop guidelines for an activity which is as yet largely untried.

A second situation is one in which there is no relevant scheduled decision for which evaluation information is needed. There may be some merit in a "decision-free Nader's Raiders" type of evaluator capability in the field of education, but, given the scarcity of evaluation resources (both financial and human) and the enormous demand for evaluation information where decisions are known, it seems a questionable investment at the present. Therefore, it seems reasonable to question the utility of conducting an evaluation where there is no immediate decision which could be served by the information produced by the study.

A related case is where a decision can be identified and information needs relevant to that decision specified, but the likelihood is extremely small that an evaluation study could produce relevant information. For example, there may be an upcoming decision about whether to continue a dropout prevention program for which information about the effects of the program on dropout rates, graduation percentages, and the like, would be very relevant. Unfortunately, the program only started one month before the decision is to be made by the school board. The probability of obtaining dependable information about the effectiveness of the program (even in a predictive sense) in that length of time is so slight that it would seem wiser to spend one's energies convincing the school board that the decision should be delayed.

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[6] Brickell (1975) has provided a delightful example of a situation in which hiring of minorities as teacher aides in a large city school system carried such potent political appeal that even had the evaluation findings been negative, they would almost certainly have been ignored by the school administrators.

The following is proposed as a checklist for use in deciding when it is appropriate to initiate an evaluation of the program.

CHECKLIST: Section One: Criteria for Determining When to Conduct an Evaluation

	Check one for each item	
	Yes	No
1. Is there a legal requirement to evaluate the program? (If yes, initiate the evaluation; if no, go to Item 2 below.)		
2. Is there a decision to be made for which evaluation information would be relevant? (If yes, go to Item 3; if no, evaluation is inappropriate and you should discontinue further use of this checklist.)		
3. Is it likely that the evaluation will provide dependable information relevant to the decision to be made? (If yes, go to Item 4; if no, discontinue.)		
4. Will the decision be made exclusively on other bases and uninfluenced by the evaluation data? (If yes, evaluation is superfluous, discontinue; if no, initiate evaluation.)		
SUMMARY TO SECTION ONE: Based on questions 1-4 above, should an evaluation be conducted? (If yes, proceed to checklist section 2; if no, discontinue use of this checklist.)		

C. Rationale for Use of External Evaluation Contracts

There are many possible arrangements for getting summative evaluation activities done, including the use of internal program staff, external consultants, or external contractors. However, the use of an internal staff member to conduct a summative evaluation becomes problematic for reasons which might best be understood in the context of a fuller discussion of the differences in internal and external evaluation.

The terms internal and external evaluation are largely self-explanatory and refer to whether the evaluator is internal (i.e., an employee of) or external to the program being evaluated. A Title III program might be evaluated by an evaluator who is a member of the project staff (internal) or by an outside agency working under contract with the State Department of Education (external). There are obvious advantages and disadvantages with both of these roles. The internal staff evaluator is almost certain to know more about the project than is possible for any outsider, but he or she may also be so close to the project that complete objectivity in viewing it is impossible. There is seldom as much reason to question the objectivity of the external evaluator (unless he or she is found to have a particular ax to grind) and this dispassionate perspective is perhaps the greatest asset of being unaffiliated with the program being evaluated. Conversely, it is difficult for an external evaluator to ever learn as much about the project as the insider knows. Note that the phrase "as much" refers only to quantity, not quality. One often finds an internal evaluator who is full of unimportant details about the project but overlooks several critical variables. If these bits of key information are picked up by the external evaluator, as is sometimes the case, he or she may end up knowing much less overall about the project but knowing much more of importance.

Formative evaluation is typically conducted by an internal evaluator. Knowledge of the program is of great value here and possible lack of objectivity is not nearly the problem it would be in a summative evaluation. Summative evaluations are typically (and probably best) conducted by external evaluators. It is difficult, for example, to know how much credibility to accord a particular publishing company's evaluation which concludes that their set of reading materials is far better than its competitors. The role of the internal summative evaluator is only infrequently appropriate. However, in some instances there is simply no possibility of obtaining external help because of financial constraints or absence of competent personnel or agencies willing to do the job. In these cases, the summative evaluation is weakened by the lack of outside perspective, but it might be possible to retain adequate objectivity and credibility by choosing the internal summative evaluator from among those who are some distance removed from the actual development of the program or product being evaluated.

1. Advantages of External Evaluations

The advantages of contracting with an external agency or individual[7] for the summative evaluation can be summarized as follows:

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[7] Individual consultants and external contracting agencies are not treated separately in the remainder of this discussion since procedures for contracting would be similar in both cases.

1.1 The external evaluation is more likely to be objective (i.e., capable of similar interpretation of data and similar judgments by different but equally competent evaluators).

1.2 The external evaluation is more likely to be credible (i.e., capable of being believed or trusted).

1.3 The external evaluation enables an agency which initiates an evaluation of an educational program to draw on evaluation expertise beyond that possessed by persons within the agency. Many school systems and other educational agencies simply do not find it feasible to hire sufficient numbers of evaluation specialists to conduct the evaluations needed in the system but can obtain the necessary expertise through contracting with external agencies or persons who possess such expertise.

In addition to these reasons for seeking external evaluation assistance, the use of an external evaluator is often a legal requirement under mandates which legislators have laid down for many of the reasons cited earlier.

2. Disadvantages of External Evaluations

Although this paper supports the concept of external evaluation contracts, there are potential disadvantages of such arrangements which must be recognized and compensated for. Possible (although not necessary) disadvantages include the following:

2.1 It is sometimes difficult to ascertain or be assured of the competence and expertise of the contractor in conducting evaluation studies (a problem dealt with later in this paper).

2.2 The external evaluator may be unfamiliar with the phenomenon being evaluated, at least at the outset.

2.3 Feedback and communication may be less immediate than where the evaluator is within the program or agency.

2.4 External evaluations are typically more expensive than internal evaluations becuase of the usual communication and travel costs, overhead charges unavoidable to contracting agencies, and the like. (It is tempting to point out that attempts to economize should be considered carefully, however, if the trade-off is to sacrifice objectivity, credibility, and technical competence).

None of these disadvantages is compelling in itself, but they should be considered along with the advantages in reaching a decision about whether to contract a summative evaluation. In the opinion of the authors, the decision should almost always be "yes," unless there are unusual circumstances which make one or more of the disadvantages more salient than is usually the case.

The following is proposed as a checklist for deciding whether or not to contract with an external agency or individual to conduct the evaluation.

CHECKLIST: Section Two: Criteria for Determining Whether to Contract With an External Evaluator

	Check one for each item	
	Yes	No
1. Is there a legal requirement that the evaluation be conducted by an outside agency? (If yes, initiate the contract; if no, go to Item 2.)		
2. Are financial resources available to support a contract for an external evaluation? (If yes, proceed to Item 3; if no, conduct the evaluation internally and discontinue use of this checklist.)		
3. Are credibility and objectivity of concern to the audiences for which the evaluation is conducted? (If yes, proceed to Item 4; if no, discontinue.)		
4. Is there an external contractor possessing the necessary technical competence who is available and willing to do the evaluation?* (If yes, initiate the contract; if no, conduct the study internally, but recognize the loss of credibility and objectivity.)		
SUMMARY TO SECTION TWO: Based on questions 1-4 above, should this evaluation be contracted with an external evaluator? (If yes, proceed to section three of the checklist; if no, discontinue its use.		

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*Further detail on this criterion will be provided in a subsequent section of this checklist.

D. Rationale for Specifying Contractual Procedures

The utility of external evaluation contracts may be more apparent at this point than the utility of devoting time and space to a discussion of specific contractual procedures. At least some administrators and professional evaluators have commented privately to the authors that they see little need for directions on how to write evaluation contracts--after all, they assert, anyone who can write a contract in general should be able to write one to cover an evaluation study. Perhaps, but things do not seem quite that easy to many who have tried to draft evaluation contracts and later found them to be unsatisfactory and incapable of preventing the kinds of difficulties they were intended to forestall. In a recent activity, Stake (1974) compiled the responses of prominent evaluators and researchers to seven key questions about evaluation contracting. The responses of these persons made it clear that even experienced evaluators and researchers see the need for clearer contract statements and specifications than has been typical to date.

There are at least three major reasons why it seems useful to reflect at a more general level on minimum essentials for evaluation contracts.

First, neither evaluators nor clients of evaluators have accumulated much experience in drafting (or complying with) evaluation contracts beyond those situations where funding guidelines automatically specified the nature of the evaluation contract. In the latter case, the inadequacies in these guidelines have led to markedly inadequate evaluation studies, making it clear that better contract specifications are necessary. In the majority of cases, however, no guidelines have been imposed and contracts have either been non-existent or inadequate. Although the authors have perused a few very good evaluation contracts or "agreements of understanding" among the parties involved, most seem to be characterized by numerous omissions of important points, lack of specificity or ambiguity of specific terms of agreement, or internal conflicts among the contract specifications. These conditions most likely are attributable to the fact that developing evaluation contracts is terra incognito for most evaluators and clients. Efforts to begin to outline at least the parameters of evaluation contracts should be well received by both groups.

Second, evaluators and clients often have very different expectations for the study, making it imperative that clarity be established about evaluative questions to be addressed, procedures to be used in the study, what products will be produced and on what schedule, who has rights to release the data, and so forth. Failure to achieve clarity on these and related matters often leads to disappointment or disenchantment (or worse) on the part of one or both parties. Most of the disputes surrounding evaluation studies are traceable to failure to be sufficiently precise and to achieve shared understandings and agreements that guide the activities of the evaluator in conducting the study and the client in its use. Brickell (1975) has provided excellent examples of difficulties in client-evaluator relationships which could have been avoided in most instances by clearcut contractual agreements. It is reasonable to hope that efforts to specify procedures and standards for evaluation contracts, coupled with feedback from those who attempt to use them, would lead to greater clarity in these areas in the future.

Third, there is a need to increase awareness on the part of evaluators and clients alike of the necessity for specified procedures designed to provide necessary flexibility in evaluation contracts. The concept of specifying procedures for flexibility may appear to be a non sequitur, but on closer examination that appearance is belied. Evaluation contracts should carry within them specified points at which decisions can be made by one or both of the parties about how the remainder of the evaluation will be conducted. For example, it is stated later in this paper that evaluation contracts should generally include either (1) some provision for an initial phase during which the contractor completes and presents to the client a detailed evaluation design which includes all conditions for data collection, client responsibilities, timelines, and the like or (2) provision for the potential contractor to be paid a fee to prepare a detailed design to be used as a basis for deciding final awarding of the contract. In the first case, immediately following the submission of the design there should be a review by the client, followed by a joint decision of contractor and client as to whether to proceed with the remainder of the contract. In other words, the contract should contain specific decision points at which the contract can be terminated if dissatisfaction arises on the part of either party, just so payment for time spent and work completed to that point is assured. In the second, the design is completed for the established fee prior to awarding the formal contract. Either accomplishes the same purpose; it is senseless to lock both parties into a contract which requires them to continue from one phase to the next after it has become clear that there is dissatisfaction on one or both parts with the activities or performance involved. Yet far too often failure to think about the need for flexible phasing in contracts leads to precisely this type of unhappy situation.

A second type of flexibility often neglected in evaluation contracts is provision for mutual alterations in the design, procedures or reporting of results. Despite the best efforts of a contractor to include in the design of the study provision for all possible contingencies, something will inevitably go awry. The ironic "laws" ("if something can go wrong, it will" and "things take longer than they do") seem always at least partially in effect. Unanticipated events and problems often force alterations in procedures if the evaluation data are to be useful. Contracts must contain flexibility for mutual negotiation and decisions to accommodate such changes. Here is one area where the competence of the evaluator is most essential (and noticeable) for it takes a real "pro" to make the type of creative adjustments which are sometimes necessary to salvage an evaluation which is threatened by emergent problems or events which make it impossible to carry out the original design.[8] This is only the first of several points at which the qualificatio and genuine expertise of the evaluators (discussed in the next section in greater detail) become paramount to the success of the study.

Considerations such as the three above suggest that discussion of standards and procedures for developing and implementing evaluation contracts (i.e., the content of this paper) may have considerable utility, if only to raise the awareness of evaluators and clients about important aspects of contracting which presently seem to escape the attention of many who attempt to initiate evaluation contracts.

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[8] This does not mean that every evaluation can be salvaged. Sometimes the evaluation can be so compromised by events that there is no chance whatsoever of producing usable or believable data. In such instances it is incumbent on the evaluator to acknowledge this fact and terminate the evaluation (which again should be possible within a well-written contract) rather than to continue to expend the client's resources in a hopeless activity.

An additional point implicit in the above discussion should be made more explicit. Neither evaluators nor evaluation clients are typically well trained in contracting procedures. Further, there is no reason to expect that either party will be well-versed in the area of specialization of the other; it is as unreasonable to expect the evaluator to be knowledgeable about the intricacies of school finance as it is to expect the school administrator to be trained in evaluation methodology. Therefore, the contract can act as a point of communication to facilitate mutual understanding and avoid either party expecting (through naivete) more than is feasible of the other party. Thus, consideration of all aspects of contracting can serve to protect both parties and to improve the process of evaluation and, through it, the quality of educational programs.

E. Standards and Procedures for Selecting Evaluation Contractors[9]

Once an educational agency has decided to initiate an evaluation and to contract it with an external evaluator, the most important activity remaining is to identify and obtain the services of an individual or agency with genuine expertise in evaluation--someone with the technical competence necessary to do the job well. As important as contracts are, even the ideal contract will not compensate for the choice of an evaluator who is incompetent to carry out the contract provisions.

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[9] Portions of this section draw heavily on an earlier paper (Worthen, 1972b) which was concerned with problems and potential of the notion of establishing certification systems for educational evaluators.

Unfortunately, marginal competence and downright incompetence are far too common among many persons who purport to possess evaluation expertise. To defend this assertion, it may be helpful to look briefly at the kind of persons who fall into the large group of extant "evaluators."

Of all the persons currently conducting evaluations of educational programs, only a small fraction have ever had any formal preparation in evaluation methods and techniques. Furlong (1970) found that only 30.4 percent of a sample of some 300 evaluators on ESEA Title I and Title III reading programs had ever had any formal coursework in evaluation. He questioned whether much real evaluation of the programs was taking place. Informal observation would lead the authors to conclude that Furlong's observations are still applicable to a large proportion of the evaluations conducted under those titles as well as under other auspices.

Many persons practicing as evaluators realize their academic preparation is inadequate or irrelevant and do everything possible to increase their evaluation knowledge and skills through in-service training opportunities or on-the-job "boot-strapping" through self-study. Despite such efforts, evaluations conducted by such persons often suffer from inadequate conceptualization, design, or analysis. Many other persons who have good quantitative skills (e.g., statisticians and psychometricians) assume--gratuitously in the opinion of the authors--that their training automatically provides them with the relevant expertise to function effectively as an evaluator. Such assumptions often result in evaluation studies which have sophisticated and impeccable quantitative analyses but produce little or no useful information. Such persons often conduct evaluation studies which go unchallenged by practitioners because of their methodological complexity. Some of these quantitative specialists are lulled into the erroneous but sincere belief that they are producing good evaluation studies, whereas the advice they give or the work they do is frequently useless (or worse, misleading). Unfortunately, there are also those who know their advice is bad and their work inadequate but who, for a variety of motives, continue nonetheless to serve as evaluators or evaluation consultants. The reference here is to the unscrupulous who commit atrocities in the name of evaluation and depend on educators' lack of methodological expertise to remain undetected.

The point of the discussion so far can be summarized as follows:

a. Persons currently serving as evaluators range greatly in how well prepared they are to conduct evaluation studies, with a majority being inadequately prepared;

b. Educators often find it difficult to differentiate between those who are well prepared and those who are not; and

c. The evaluators themselves cannot be depended upon to judge how well qualified they are--some don't know and some won't tell.

Against such a background it should be patently clear that some mechanism is needed to provide administrators of educational programs or projects with reliable information about the evaluation competencies of prospective employees or consultants. Such information would better enable administrators to select persons who are adequately qualified for evaluation work.

The mechanism which has been used in other areas of education for similar purposes is certification. Evaluator certification or credentialing of some type has been suggested by several evaluators (e.g., Worthen, 1972b; Ashburn, 1972; Gagne, 1975) as a possible solution to the problems posed above. The advantages some type of certification or credentialing (or even "licensing") procedure would have for the consumer of evaluation services should be obvious. Certification of evaluators would allow educators to at least know who the certifying agency viewed as competent enough to receive a license to practice evaluation. The stamp of approval implicit in an evaluation certificate would be helpful to the administrator responsible for hiring someone to fill a position in evaluation or enlisting the aid of evaluation consultants. Certification programs would provide a function analogous to the Consumers Guidance Commission with the certificate serving much like their "non-hazardous" rating or the *Good Housekeeping* Seal of Approval. Administrators are obviously not prohibited from hiring uncertified persons for evaluation jobs any more than consumers are obligated to purchase products approved by *Good Housekeeping*. In either case, the information is there for the consumer's guidance and protection.

Certification also holds advantages for the competent evaluator. At present, educators are often unable to differentiate the well-qualified evaluator from the unqualified. Similarly, it is difficult for educators to distinguish between two persons without formal preparation in evaluation, even though one of them may have engaged in bootstrapping to the point where he or she is well qualified as an evaluator. Sometimes even the rank imposters are hard to sort out from among the better qualified. In such a context, incentives are low for the more competent persons. Certification of evaluators should bring with it the prestige and other rewards which typically go with a license to practice any profession where (a) high level competencies are required, and (b) membership in the profession is dependent on possession or acquisition of those competences.

However, there are also potential disadvantages, limitations and problems in certification systems which must be overcome before evaluator certification can be beneficial to the profession. Resolution of these problems is a time-consuming process that is likely to take at least several more years before any significant effort to certify evaluators would be in operation, and it is entirely possible that disinterest in or resistance to such a system may preclude its ever becoming viable in the field of education.

Whatever the long-range prognosis for evaluation certification, it is clear that at least in the interim, evaluation clients will have to depend on other methods for determining the competence of potential contractors to conduct the evaluation studies. The remainder of this section contains an effort to outline standards and methods which clients might use to make such selections.

1. Three Possible Approaches to Selecting Evaluation Contractors

There would appear to be three major bases for making judgments about the qualifications of evaluators and, therefore, evaluation contractors. Each of these is discussed briefly below.

1.1 Formal training of the evaluator.[10] Although far from a sure-fire criterion, there is merit in examining the formal training of the evaluator to determine if it is in evaluation methodology *per se* or, if not, at least includes coursework in areas in which the evaluator should possess at least a modicum of knowledge and skill.[11] It is always possible for persons to accumulate many credit hours in a field of study without becoming very knowledgeable or facile with the content or methods of that field. Too many persons go through too many university training programs without being demonstrably changed to place complete faith in the meaningfulness of even a graduate degree in a particular specialization. It is equally possible for able persons to become competent evaluators without benefit of formal training in evaluation methodology. Yet, in the absence of more valid indicators, it would seem appropriate to give considerable weight to an evaluator's formal preparation for the role. The fact that persons may learn skills on the side is poor justification for ignoring the ostensible efforts of some to pursue development of those skills by more formal means. In the absence of better means, there is considerable merit in looking at the field of study in which a person holds the degree, the credit hours accumulated in evaluation, or the presence or absence of specific courses or course sequences. It also seems wise to ask whether the training was taken with mentors who themselves possessed any particular credentials or reputations as evaluators.

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[10] This and subsequent criteria stated as applicable to an individual evaluator should also be construed to apply to the personnel of evaluation agencies under consideration as potential contractors, especially persons who would play a major role in the evaluation.

[11] For a listing of a range of competencies relevant to evaluation, the reader is referred to a previous work of one of the authors (Worthen, 1975).

1.2 Evaluation experience of the evaluator. Here again the criterion has limitations. There is an old saying in education that it is hard to tell whether a person who has been a teacher for ten years has had ten years of teaching experience or one year of teaching experience ten times. It is equally hard to know how much weight to give to one's experience as an evaluator or evaluation consultant. Worse yet, some experiences are decidedly detrimental in that they can delude a person into believing he is doing evaluation when such is not the case. Some people have carried the title of evaluator, in some cases for years, without really engaging in activities which qualify under the rubric of evaluation. Yet again, in the absence of better measures of qualifications, it is probably prudent to weight positively the fact that a potential evaluation contractor has had experience in evaluation. The probabilities would seem heavily in favor of that contractor providing more help than one with no prior evaluation experience (other conditions being equal).[12]

1.3 Performance (track record) of the evaluator. This criterion is somewhat more direct than either of the two discussed above. How well a person performed as an evaluator in prior studies should be the ultimate criterion in determining whether or not he or she should be granted another contract to conduct an evaluation. An obvious limitation of this criterion is that it might prejudice the decision against newcomers in evaluation--persons fresh from a doctoral program in education seeking first jobs or a new evaluation contract agency staffed by competent evaluators but without an established institutional track record. This limitation is far outweighed by the advantages of this criterion, however, for its judicious application will probably provide more protection for the client than can be provided by almost any other step in choosing a contractor.

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[12] Obviously the criteria must be combined and trade-offs begin to emerge. It would seem preferable, for example, to contract with a novice who was trained thoroughly in evaluation rather than a person who has no formal training in evaluation but has served for a year or two in a minor evaluation capacity.

Perhaps the best performance measure in evaluation would be to examine work samples in the form of written evaluation reports or other products of the previous evaluation activities of the evaluator. This would be especially useful if the previous evaluation was in any way similar to that desired by the present client. Perusal of such samples of previous work should be most helpful in enabling the client to predict whether the evaluator would be likely to conduct the evaluation and report the results in a satisfactory manner.

Some cautions are necessary in basing judgments on work products, however. One problem which emerges immediately is that many evaluations are essentially group efforts and not the work of one person. The use of such products as a basis for decisions about whether to contract with only one of the individuals involved could be misleading in the absence of any reliable way of determining the relative contribution of the various authors. Even where the report is the result of one person's efforts, this leaves unanswered the question of how to judge the quality of the work if the technical aspects of the study exceed the technical knowledge of the potential client. Reviews by other expert evaluators would serve, but the feasibility of such an approach may be questionable for most clients. There are also instances where competent evaluators produce poor reports through no fault of their own but because program personnel with (or for) whom they were working would not cooperate in carrying out the evaluation design. These problems do not negate the use of work samples as a criterion, but only argue that it must be applied sensibly and may not always be sufficient in and of itself.

In many situations it is not possible to obtain samples of previous evaluation work completed by potential contractors. Few evaluation studies find outlets in professional journals and most are fugitive documents unless supplied by the author. Even that is not always possible because of restrictions on distribution of results of the evaluation (possibly a restriction imposed by a contract under which the previous evaluation was conducted). In the absence of work samples, references from former clients would be most important. Indeed, they should probably be sought even when work samples are available, for relevant information might be obtained which is unavailable in the products themselves. Obviously even this criterion is no protection against the unscrupulous evaluator who lists as a reference a superintendent of schools for which he has conducted previous evaluations without making mention of the fact that the superintendent is his father-in-law. The earlier discussion of the need for standards of ethical practice for evaluators would be relevant here.

It should be noted that references from clients are not restricted to personnel in the program which was evaluated. The funding agency which initiated and supported the study or secondary audiences (e.g., school boards) are equally appropriate sources of client judgments about the quality of a contractor's work in evaluation.

If either or both of the above performance measures are used in selecting an evaluation contractor, they should go far toward avoiding serious selection errors. Use of such criteria is also important in making a selection based on proposals from potential contractors. Numerous individuals and agencies seem to have far greater talent in producing convincing proposals than they do in delivering on what they promised. The use of references or work samples should help to identify serious gaps between what a contractor purports to be able to do and is able to do in fact.

CHECKLIST: Section Three: Criteria to Consider When Selecting an Evaluator

(Each item below is written to apply to an individual. If the potential contractor is an agency the question should be re-cast accordingly.)

	Contractor appears to be: (Check one for each item)		
	Well Qualified	Cannot Determine Qualifications	Not Well Qualified
1. To what extent does the formal training of the potential contractor qualify him/her to conduct evaluation studies? (Consider items such as major or minor degree specialization; specific courses or course sequences in evaluation methodology; qualifications of persons with whom training was taken, if such qualifications are known.)			
2. To what extent does the previous evaluation experience of the potential contractor qualify him/her to conduct evaluation studies? (Consider items such as length of experience; relevance of experience.)			
3. To what extent does the previous performance of the potential evaluation contractor qualify him/her to conduct evaluation studies? (As judged by work samples or references).			

SUMMARY TO SECTION THREE: Based on questions 1-3 above, to what extent is the potential evaluation contractor qualified to conduct evaluation studies? If "well qualified," proceed to subsequent sections of this checklist. If "not well qualified," discontinue consideration of this contractor. If "cannot determine qualifications" on basis of initial information, seek additional information and/or assistance from colleagues with expertise in evaluation to make this critical judgment.			

NOTE: A neutral category has been included in this section of the checklist because informatio initially available about potential contractors may be insufficient to permit unequivocal judgments to be made on this dimension.

2. Procedural Options for Letting an Evaluation Contract

The preceding criteria can be applied within one of three alternative procedural frameworks for letting an evaluation contract.

In the first, the criteria are applied to one or more potential contractors and a single contractor is then selected as the person or agency with whom contract negotiations are initiated. Negotiations with the single individual or corporation continue until a mutually satisfactory arrangement is reached or negotiations are broken off and another contractor is selected (again, use of criteria would be appropriate). This approach is known as sole source contracting.

In the second approach, one solicits proposals from multiple parties and evaluates the proposals against criteria to identify the one best able to fulfill the contract. Here the criteria from section three of the checklist would be applied along with criteria for judging the specific quality of the proposals. When one contractor has been selected on the basis of which proposal and contractor qualifications best meet the prespecified criteria, serious negotiations are then initiated. This approach is known as the request for proposals (or RFP) approach.[13]

The third approach is often the most feasible option for local school districts. In this approach prospective evaluators submit a brief statement of how they would proceed given the particular evaluation situation. In addition each supplies his or her credentials and qualifications. Applying the section three checklist criteria and examining the proposed style of evaluation, the client selects a particular party with whom to negotiate. This approach has been described as a synopsis review approach.[14]

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[13] There are variations of these three approaches, but the authors deal here with the essential characteristics.

2.1 Sole source contracting. Sole source contracting is by and large the simplest technique and least costly in terms of time and resources required of the funding agency in initiating the contract. All one need do is to identify the evaluator, using the criteria in the previous section, and negotiate. It is particularly appropriate where there is clearly one contractor who is known to be especially capable and responsible, who will do the work at a price well within the budget available, and who can complete the work by the time the information is needed. In such cases, there is seldom any reason to look further, unless there is a legal restriction which mandates the use of an alternative approach. However, if no such paragon emerges, there are several means one can employ to identify the pool of potential evaluators to which the criteria would be applied. An individual or corporation who has performed other evaluations of a high quality for your agency is a prime candidate. So also is the evaluator who has done similar work elsewhere and received approbation from his or her clients, i.e., word-of-mouth advertising. A third approach would be to use a panel of advisors whose job it would be to recommend a particular evaluator.

The discussion of negotiation issues and procedures is deferred until the next major section of the paper.

2.2 The Request for Proposals (RFP) approach. The RFP approach is considerably more involved, but often justifies the additional expenditures and effort. The ingredients of the RFP are somewhat standard. One must include a description of the context in which the evaluation is to occur. Is it an isolated rural school? Is it a federally funded project in operation at several remote schools operated by different agencies? Is there a high proportion of non-English speaking students? The answers to these and other questions might well affect the evaluator's perception of his or her ability to conduct an adequate evaluation in that context and thus their interest in preparing a proposal for such a study. So as to elicit responses from those who would be genuinely interested in working in the particular setting and discourage the merely curious, the RFP ought to provide a comprehensive picture of the locale and system in which the evaluation is to occur.

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[14] The authors are indebted to Mark Greene for suggesting the inclusion of this approach.

The purposes and characteristics of the program or product to be evaluated should also be provided. A particular evaluation agency may have just completed the development of a set of elementary school reading tests which emphasize phonic skills. They are much more likely to respond to an RFP which stipulates improved skills in this area than they are to one which merely focuses on general reading achievement. Clients should tell potential evaluators what the project is intended to accomplish and how it is to be implemented.

Before preparing a proposal the evaluator is entitled to know what specific outcomes are expected from the contract. If the client wants quarterly reports, that constitutes more work than an annual report, and it will (and should) cost more. If, in addition to the evaluation of the particular project, the client expects the contractor to work with local staff so as to improve their evaluation skills, the potential contractor has a right to know that so all expectations are clear before time and energy are invested in the preparation of a proposal.

The potential contractor needs to know what resources are available for the task. If the client cannot or will not spend more than $3,000 on the evaluation, that information must be provided. Otherwise, the bidder is liable to waste time and money in the preparation of a proposal that calls for a $15,000 evaluation. Indeed, if the potential evaluator is led to believe that the study is to be a large scale inquiry, he or she could invest the equivalent of the $3,000 in the preparation of the proposal! As another instance, if adequate computer facilities and software are available without cost to the contractor, that may affect someone's decision to prepare a proposal.

Similarly, if constraints exist, the RFP should be candid. If certain data will not be available to the evaluator, if the evaluation must be wholly completed in five months, if the evaluator must work with a specific subcontractor, he or she is entitled to know that before preparing a proposal.

In summary, the RFP must include:

1. An adequate description of the context in which the evaluation is to take place
2. Clear statements of the purposes and characteristics of of the project to be evaluated
3. The specific outcomes expected from the evaluation
4. The resources available for evaluation
5. The constraints which would affect the evaluation.

One can choose to provide more information in the RFP. Occasionally, it may make sense to restrict the methodology to be employed by the evaluator. If, for example, the expansion of a project into a new geographical region is to be evaluated, it would be prudent to evaluate it in a manner similar to the evaluation of its predecessor, assuming the latter was well accomplsihed. Indeed, one of the great faults of current evaluation practice is that so little of the knowledge is cumulative.

In planning a particular project, expert experimental design assistance might have been acquired, and agreements for the installation of the project settled on. In such a case, the flexibility of the evaluator is limited and the RFP should make this fact clear.

Perhaps political factors mitigate against the use of a particular kind of instrumentation. Again, the potential evaluator is entitled to this knowledge prior to preparation of the proposal.

In general, however, caution should be exercised in pre-specifying the methodology of the evaluation. There are two primary reasons for this recommendation. By requiring the evaluator to stipulate the methodology he or she deems appropriate, the contracting agency has a greater variety of alternatives to select from. One of these alternatives may be both creative and uniquely responsive and thus, although unanticipated, the chosen option. Secondly, providing too much methodological information invites proposals from those who have excellent verbal skills but little methodological understanding. This kind of contractor, by writing a reflection of the RFP in the proposal response, may win the contract and be unable to perform the task. It is easier to identify the individual who lacks methodological sophistication, who knows only of pre-post evaluations with all of the contamination of information that these often entail, when the potential contractor is required to present his or her own plans.

Procedures for evaluating proposals. Judging the proposals one receives in response to the RFP can be made easier if certain procedures are employed. The most important consideration is the pre-specification of the criteria to be used in judging the merits of the proposals.

Assume that the total number of points a proposal can receive is 100. It is possible to illustrate how criteria might be weighted differently for different projects. Project A is a reading program for children whose native language is not English. The children live in isolated rural areas. The teaching in the schools is bilingual. The project is federally funded with a fixed financial allocation for evaluation. The project requires rather sophisticated evaluation methodology. Further, the funding agency has placed restrictions on the instruments which can be employed. Only those data collection instruments developed under a separate contract issued by the funding agency to a major test developer are permissible.

Project B is a vocational training program for junior high school students in the English speaking sector of an urban school system. The project requires rather routine methodological skills with the exception of somewhat higher level competencies required in the area of sampling theory. A prime consideration is the ability of the contractor to develop applied performance tests which can be used to evaluate the success of the project. Moreover, the project is not very well funded and any savings in the evaluation sphere could be used to expand the services provided to students.

In Table 1, illustrative relative weightings of various criteria are juxtaposed for these two hypothetical projects. The variety of criteria which could be employed, and of weights that could be applied is virtually limitless. What is imperative is that the criteria be identified prior to the competition and shared with all potential contractors in the RFP.

Of course, criteria by themselves are not sufficient. One needs a means of applying the criteria to the proposals. Placing that decision in the hands of a single individual imposes too severe a burden. It is unreasonable to expect any one person to have acquired expertise in all the relevant areas. A panel of reviewers screening proposals and arriving at a panel judgment is a preferable option.

In the selection of a corporation or individual with whom to negotiate a contract the object is to choose the most qualified agent for the particular purposes. That decision should rest solely on the perceived capacity of the agent to perform the requisite tasks. For that reason, panel membership should consist only of individuals (internal or consultant) with expertise in a relevant area. Later in this paper we will discuss the need for the involvement of a wider spectrum of individuals in the negotiation of the contract.

TABLE 1

Illustrative criteria weights
for judging proposals

Criteria	Project A	 B
Understanding of the problem	10	5
Merit of the proposed evaluation methodology	35	20
Instrument development experience	--	20
Appropriateness of proposed timelines	10	10
Clarity of the proposal	10	15
Rural schools evaluation experience	10	--
Bilingual evaluation experience	20	--
Cost considerations	5	30

Advantages of the RFP approach. There are two primary advantages to the RFP approach. First, it provides the contracting party a wider range of possible options to choose from in terms of the evaluation strategy to be employed.[15] Given more alternatives, one should be able to reach a better informed decision. The second major benefit is the enhanced credibility of the evaluation that will result. By minimizing the threat of "cronyism" in the awarding of evaluation contracts, one increases the confidence others are likely to have in the reported result. Obviously, the threat of a charge of racial or sexual bias is also substantially reduced.

Disadvantages of the RFP approach. There are disadvantages to the RFP route, as well. It is more costly for both parties. The client must invest time and money in (a) preparing and distributing the RFP to possible bidders and (b) judging the proposals received. The contractor must bear the costs of proposal preparation. Since these costs can be substantial, one may be restricting potential contractors to those agents which have sufficiently large capital resources to permit them to speculate in the proposal preparation market. There is no evidence to suggest that capital reserves are related to quality of evaluation. Indeed, for many evaluations, the small scale independent agent may provide better and "more responsive" service.

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[15] It is generally considered unethical to steal an idea from a rejected proposal and suggest that the selected contractor employ it. In certain instances, the practice is illegal as well as unethical. If a client believes that two of the potential contractors acting collaboratively would be the best option, it is legitimate to explore that possibility with them.

A word of caution is in order at this point. The proposal is not equivalent to the evaluation design. It is rather an outline, a sketch, of what the evaluator would undertake. It provides a basis for negotiation. The preparation of an evaluation design for all but the most trivial problems is a complex endeavor that requires a high level of training, experience and skill. The professional evaluator deserves just compensation for his or her efforts. There are "evaluators" who will provide this service, free of charge, to potential clients. Those who consider cost alone are this individual's legitimate prey.

2.3 Synopsis review approach. Essentially this approach is a compromise between the other two. One contacts potential evaluators by letter, briefly describing the evaluation need which exists. A brief statement, perhaps 1,000 to 1,500 words, is then submitted by interested evaluators outlining how they would conduct the evaluation, along with a statement of their qualifications. One judges the merits of these submissions and the qualifications of the individuals. Once a choice is made, negotiations proceed.

This approach is less costly for both parties than the RFP approach and therefore more feasible in many instances. Similar to the RFP approach, it serves to enhance the credibility of the evaluation and reduce charges of bias. It does not, however, permit the evaluator to develop ideas in sufficient detail to convey the innovative stragegies that might be used. Yet to require more would be to necessitate greater expenditure of the client's resources to review longer, more complex plans. It might also draw unfairly on the evaluator's resources since if the funds are insufficient to support an RFP approach, the dollar amount of the evaluation contract is probably too small to warrant a heavy investment of the evaluator's time and other resources in an effort to win the contract.

A caution is also in order. There are those who have mastered the terminology and semantics of evaluation without acquiring any methodological expertise. A brief statement prepared by such an individual can be very persuasive in the absence of any requirement that the evaluator demonstrate knowledge and expertise on the relevant methodology. The rhetoric of a synopsis is obviously no substitute for a well conducted inquiry.

When to Use the Various Approaches

Given the potential losses and benefits associated with each approach, how does one decide which to use? One thing is certain--the RFP approach can only be used when the competition is truly open. If the contract is "wired," i.e., the most probable winner has been identified prior to the receipt of proposals, or the RFP has been written to favor a known contractor, disaster lurks. In the first place, the number of proposals one can expect to receive in response to future RFP's will drop substantially, for contractors in any field are a canny lot who soon learn which agencies pretend to use open RFP competition to satisfy legal requirements, but really have the winner picked in advance all along. Secondly, those who discover that they have wasted resources in a rigged competition are likely to make every effort to discredit the work that does go on. Finally, if it can be proved that the contract was "wired," legal action might be instituted.

As indicated earlier, if a client is currently working with an evaluator on a given project and is satisfied with the performance to date, a sole source contract would seem appropriate. It is also reasonable to explore a sole source contract with an evaluator who has or is providing satisfactory service on another contract, especially if costs can be reduced thereby, e.g., by reduction in travel costs when the same person-trip can be used for multiple purposes.

One must, however, be cognizant of the dangers of "cronyism." If the frequency of contracts between a client and evaluator becomes excessive, a loss of credibility may result. Outsiders may start to assume that the two parties have a "cozy relationship" wherein the evaluator is co-opted by the client's interests. This is not to argue that external credibility should be the only or even the major concern, but it is something that one should consider.

Legal restraints against sole source contracting are becoming more common, especially for federally funded endeavors. The presumed intent is to reduce the bias in contracting procedures whether that bias is deliberate or unwitting. Where this constraint exists, a synopsis review or RFP approach should be adopted.

The financial resources available should be considered when one is reaching a decision on which option to choose. One can compute the costs associated with an RFP process--staff salary and benefits, consultant fees, production and mailing costs, etc. Comparing these costs to the dollars one is willing or able to commit to the evaluation permits one to make a better judgment about whether the benefits of the RFP mechanism are worth the costs. Assume that the minimum expenditure for an RFP preparation and proposal review is $500. It makes little sense to spend that amount of money if the total evaluation contract will be $3,000 or less. Maybe it is only worthwhile if the contract value exceeds $5,000. There is no single universal standard in either absolute or proportional terms. Perhaps the best advice one can offer is the old adage "you get what you pay for." The client should decide what can be realistically afforded. Sole source contracting costs less to initiate. If this approach is inappropriate, the synopsis review approach is the more economical option remaining for initiating a contract. Although initially expensive, use of the RFP approach (if it can be afforded) may lead to long-range savings by identifying qualified evaluators with creative, inexpensive approaches to conducting the evaluation.

CHECKLIST: Section Four: Criteria for Selecting Among Procedural Options for Letting Contracts

		Check one for each item	
		Yes	No
1.	Is there a legal constraint against sole source contracting? (If yes, discontinue use of this section of the checklist and go to Item 4 below; if no, go on to Item 2.)		
2.	Is there an evaluation contractor who meets the criteria in checklist three, who is interested in this evaluation, and whose services are desired by the client? (If yes, go to Item 3; if no, go to Item 4.)		
3.	Have such a large number of contracts been let to this same contractor that "cronyism" may be a danger? (If yes, reconsider Item 2 above for a new contractor; if no begin negotiations.)		
4.	Are the financial resources available for this evaluation sufficient to warrant the cost of an RFP? (If yes, prepare an RFP; if no use synopsis review approach to find a suitable contractor.)		

SUMMARY TO SECTION FOUR:

Based on questions 1-4 above, which of the following procedural options do you select for letting the evaluation contract? (Brief definitions of options appear below on this page.)

a. ☐ Sole Source Contract
b. ☐ Request for Proposals
c. ☐ Synopsis Review Approach

(If "a" or "c" is chosen, go to section six of this checklist; if "b" is chosen, go to section five of this checklist.)

Sole Source = contractor identified solely on the basis of known qualification to conduct evaluation studies

Request for Proposals = contractor identified on the basis of a detailed proposal for the conduct of the evaluation, submitted in an open competition for the contract

Synopsis Review Approach = contractor identified on the basis of a brief outline of (1) how the evaluation study would be conducted and (2) evaluator's qualifications

CHECKLIST: Section Five: Criteria to Consider When Using an RFP

	Check one for each item	
	Yes	No
1. Does the RFP include: a. an adequate description of the context in which the evaluation is to take place?		
b. clear statements of the purposes and characteristics of the project to be evaluated?		
c. the specific products expected from the evaluation?		
d. the resources available for the evaluation?		
e. the constraints which would affect the evaluation?		
2. If methodological restrictions (e.g., restrictions on sampling) are essential, are they included in the RFP?		
3. Has a panel been selected for reviewing the proposals received?		
4. Has the panel established criteria for judging the proposals?		
5. Are these criteria included in the RFP?		

SUMMARY TO SECTION FIVE: Based on questions 1-5 above, is the RFP ready to be issued? (If yes, issue RFP and proceed to section six of the checklist; if no, re-write RFP).		

F. Standards and Procedures for Negotiating With an Evaluation Contractor

Once an evaluation contractor has been identified, the negotiations for a contract begin. If the RFP approach was used, the proposal constitutes the basis for negotiations, but much remains to be decided. If the contract is a sole source contract, even more may be required. This section of the paper deals with six topics: when to initiate negotiations, the evaluation design phase of negotiations, the scope of work, issues for mutual discussion and agreement, who is involved in negotiations, and when to abort negotiations.

1. When to Initiate Negotiations

It is by now a truism that if evaluation is to have maximum impact it must begin early in the life of a project. It should then be self-evident that the negotiations for such evaluation must occur as soon as it is practical to do so, i.e., as soon as the commitments necessary to proceed with the project have been made.

Given the nature of summative evaluation, some have concluded that it is appropriate to engage an external evaluator only when the project has been up and running for a considerable time. The evaluator is then expected to come in and collect impact data from teachers, students, or whomever and prepare a final report. At first glance this approach may seem almost logical. In point of fact, it creates problems of the greatest magnitude.

There are basically two dimensions of the summative evaluation which determine when the evaluator should be engaged. The first of these is the type of inquiry involved. Is an experimental design, or one of the time frame approaches (anthropological study, time series, longitudinal case studies, etc.) most appropriate? The second critical dimension concerns the responsibility of the evaluator for the creation of new instruments or data collection procedures.

In the instance when an experimental design is to be used, the evaluator must be involved prior to the assignment of the treatment to the experimental units. The complete justification of this statement would require an examination of experimental design which is well beyond the scope of this paper.[16] Suffice to state that any outcome is the consequence of the interaction of treatment and subject. The corrosive effects of acids depends to a certain extent on the substance with which they come in contact. In much the same way, the impact of alternative approaches to reading, for example, will depend upon the status of the children taught. Unless the evaluator has an opportunity to influence which students receive what instruction, he or she will never be able to disentangle those effects which arise from treatment differences from those due to the characteristics of the students.

Contrary to the usual expectation, the use of a time frame evaluation approach requires an even earlier entry point. In these cases the evaluator must be engaged in time to permit the collection of data concerning the status of those who are to participate well in advance of the introduction of the treatment. In an anthropological case study approach, for example, the evaluator must be on site and recording the nature of the phenomena of primary interest well prior to the implementation of the innovation so that he or she can be in a position to note the changes which occur as or after that event takes place. While there is no set standard for when observation begins, six months to a year prior to initiation of the treatment is not unreasonable for most projects.

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[16] The interested reader is referred to Campbell and Stanley (1963).

The need for the development of new instruments imposes an additional lead time requirement. In these cases the evaluator should be engaged soon enough to permit the development, tryout, analysis and revision of the instruments prior to their first intended use. There are few things less satisfying than reporting the results of a well conceptualized evaluation which is inconclusive because insufficient time was allocated for the preparation of valid and reliable instruments. One circumstance which qualifies as less satisfying is reading that inconclusive report when you are the client for whom it was prepared.

2. The Design Phase

The importance of the design of the evaluation has already been explored. It is indeed the most critical element in the evaluator's task because all else depends on its logical consistency, comprehensiveness and clarity. During the period of negotiations, it is recommended that the evaluator submit a detailed design which can be reviewed by the clients and modified as circumstances and mutual satisfaction dictate. The resultant design would then be part of the contractual arrangement agreed to by both parties.

As stated earlier, the evaluator is entitled to compensation for this effort. A fee should be established for the preparation of a detailed design and this fee should not be contingent upon whether or not the design is accepted. The selected evaluator, for example, agrees for a fee to prepare a design for the evaluation of an innovative program in career education which involves the assignment of students to various employers for a portion of the school day. The evaluator insists that the selection of students for participation in the program must be random within the volunteer group in order for the results to be credible. The client, for valid political reasons, cannot agree to that condition. After discussion, a mutual decision is reached that the client should seek a new evaluator. Even though the first evaluator's design was rejected, compensation for time spent on its preparation is in order.

By adhering to this practice, the client is ultimately benefitted. With the knowledge that the fee is secure, the evaluator will design the study that, in his or her professional judgment, is best for the project within the resource limitation. There is no motive for trying to reduce the risk of financial loss by minimizing the investment in the design, which is usually accomplished by trying to figure out "what the client will buy" rather than what should be done. In short, the design fee is one's best protection against shoddy performance in this critical area.

One could, of course, write a contract in the absence of a design and make that product the first required of the evaluator. This process results in essentially the same benefits as that described above in the fee situation--usually, the evaluator is paid to provide a detailed design which is used as a basis for deciding whether the contract should be continued beyond the first phase. Judgment that a design was unacceptable (and could not be salvaged with minor changes) would require the termination of a contract, rather than the breaking off of negotiations as in the previous case. This distinction should not be a problem, however, as long as provision for the termination of the contract, if the design is unacceptable to the client, is built into the contract.

Alternatively, one could let an independent contract for the design phase. At the conclusion of that phase a decision about the adequacy of the design is reached. The second contract for the conduct of the evaluation is thus contingent upon satisfactory performance in the first contract period. If the project is very large, for example, a three year evaluation at $150,000 a year, it sometimes makes sense to let two or even more design contracts with the understanding that the party whose design is judged most superior will receive the contract for the evaluation itself.[17]

3. The Scope of Work

The second most important topic for negotiation is the scope of work for the evaluation. The scope of work is really the operational statement of the design. Within it one stipulates the procedures to be employed, the products (instruments, reports, etc.) which can be expected from the evaluation, and the time schedule for performance as well as the deadlines for delivery. It is in the light of this scope of work that one monitors the performance of the evaluator in meeting the contract.

The companion paper by Sanders and Nafziger (1975) deals directly with the information that ought to be included in an adequate design and scope of work.

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[17] The criteria for an adequate design constitute the basic topic of the companion paper (Sanders and Nafziger, 1975) and will not be dealt with here.

4. Issues for Discussion and Mutual Agreement.[18]

There are several issues which, if left unresolved during contract negotiations, can later prove to be sources of great consternation. Perhaps the most nettlesome is identifying the respective responsibilities of the client and evaluator with respect to information access and inquiry restriction. Brickell (1975) provides several excellent examples of these kinds of problems. In some cases the evaluator becomes aware that an important objective was overlooked in the preparation of the contract. One of Brickell's examples dealt with a project that involved the employment of paraprofessionals. The evaluator's charge in a contract issued by the central administration of a major American city was to examine the impact of the program on student learning. But the paraprofessionals were directly employed by area superintendents who had a very different view of the purpose of the program. Brickell describes a meeting with these individuals:

> "While meeting with area superintendents to explain the study, one of their spokesmen opened up with something like this: 'Okay, you evaluators. Let's get one thing straight from the start. We have these paraprofessionals here in these schools not only to help kids learn but to link us to the community. That's why we have them. That's why we're going to keep them. We're not looking for a report about test results that will cause any trouble with the board of education downtown. They've got their reasons for giving us the money to hire paraprofessionals; we've got our reasons for taking the money. So no matter what you find out about kids' achievement, we're going to keep our paraprofessionals. Don't make it difficult.'" (p. 3)

In these circumstances the evaluator has the responsibility to identify the "hidden objective." He or she is not, however, required to investigate the efficacy of the project in cementing community relations. That investigation would require new resources and a new or revised contract. Indeed this example illustrates the importance of the issue of who is involved in negotiation, a topic to which we will return. At any rate, it is the client's responsibility, not the evaluator's, to insure that the contract covers all of the salient areas of inquiry. The evaluator's role is only that of being certain that failure to address relevant objectives or efforts of a project are duly noted.

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[18] Portions of this section are adaptations of Wright (1975).

It is also the client's responsibility to insure access to the data that the contract requires the evaluator to collect and/or analyze. For example, if the teachers in a given school simply refuse to respond to the questionnaires prepared by the evaluator, the contracting school system must bear responsibility for the inevitably flawed report which will result.

In the preparation of the contract, careful attention must be paid to identifying potential problem areas so that, insofar as possible, both parties enter the agreement with a shared understanding of what will occur and what each is expected to do to facilitate the inquiry.

Contract negotiations should also result in the stipulation of the restrictions to be placed on the use of the resulting reports. The contract itself should include a precise reference to the intended audiences for reports. For example, some funding agencies have required that projects scheduled tentatively to run three years hire evaluators to conduct "summative" evaluation studies at the end of each year of operation.

These reports go to the project staff and the funding agency which uses them to identify problem areas which need to be corrected, effective techniques which should be continued, as well as to help the funding agency justify continuation of the project. If the evaluator is to help the project staff improve the program or project while it is in development, then the failings and flaws need to be carefully examined so that they can determine what corrective actions are required. Yet, documenting one's inadequacies is seldom the best approach to use in soliciting funding. Indeed, it is our view that if a funding agency wants an objective evaluation which meets their own criteria, then they should contract directly with an evaluator. Forcing a funded client to hire an evaluator whose reports go to the funding agency is rather like asking the infested country to provide a per diem for one's resident spies.

The negotiations should also serve as an opportunity to explore potential conflicts of interest. Is the evaluator currently employed by a project which is competing for funds from the same source? Is there any reward likely for the evaluator if the report or the project is favorable or unfavorable? The evaluator who has a spouse on the project staff is likely to be influenced in report preparation by what would be most advantageous for the spouse. Similarly, if the external evaluator is guaranteed continued employment if the project is refunded, and the evaluation report will be crucial in that decision, then the evaluator's own financial self-interest promotes favorable results. Means of avoiding such conflict situations should be explored.

Another issue that sometimes arises is the "piggy backing" of the evaluator's research interests.[19] For example, an evaluator has a continuing interest in personality research and wishes to administer some new personality assessment measures to the teachers involved in an evaluation project. Is it proper for him or her to do so, if such evidence would be unrelated, or only tangentially related, to the client's evaluation concerns? It seems to the authors that such an activity can be legitimate, but only if it has been mutually agreed upon. The best time to consider the issue is during negotiations so that the contract can stipulate provisions and restrictions.

In the same vein, sometimes the evaluator can use instruments developed under one contract in another very similar evaluation. Is it legitimate? Yes, it is, unless the previous contract specifies otherwise (which would seem appropriate only where instruments have commercial potential or other characteristics that would be of direct benefit to the client.) In the absence of such contract provision, the evaluator is not restricted from using the instrument elsewhere.

The publication rights issue goes beyond simply re-using instruments. When the project is completed the evaluator may wish to publish the results in a professional journal and would probably be willing to disguise the context of the study so as to preserve the client's confidentiality. The client, however, may wish to avoid or reserve to a later time any publication of the findings. Again, mutual agreement concerning the rights of publication arrived at during the negotiations phase would alleviate or eliminate problems at a more critical juncture.

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[19] Stake (1975) recently compiled the responses of several prominent researchers and evaluators to seven issues involved in commissioning an evaluation study. The reader is referred to that document for an enlightening discussion of "piggy backing" and several other concerns raised here as well.

Sometimes, the client must or chooses to report results directly to some audience, for example the funding agency. The client may abstract or modify the report submitted by the evaluation contractor in order to accomplish this end. Occasionally, not often, the evaluator perceives that report as misleading or inaccurate. The evaluator in the authors' view then has a professional, and a moral, responsibility to respond to this misinterpretation or misuse of his or her work. For example, an unscrupulous project director reports a vocational training program as an unqualified success. The report specifies that 100 percent of the trainees were employed in full-time jobs in their chosen field at the conclusion of the program. The evaluator knows that 65 percent of the graduates were dismissed from these jobs for incompetence within two months after being hired. Since other students may be similarly victimized, since other agencies may be misled into attempting to implement the same training program, the evaluator has no alternative but to expose the fraudulent use of the data. The means for rebuttal could vary from a letter written to the recipients of the report to an appeal to the ethics committee of some professional association or a public press conference.

A related situation is the non-use of evaluation findings. The evaluator has no right to insist that his or her findings be the sole basis for the client's decisions. Indeed rational decision making demands that all of the information and evidence available, not just that which is included in the evaluation report, be examined and weighed in the decision making process. Yet it can happen that a critical evaluation finding is ignored, either deliberately or through mischance, by those reaching a particular decision. Depending on the consequences of that non-use the evaluator may feel obligated to respond. For example, the evaluator found evidence to suggest that the use of a particular social studies curriculum exacerbated racial discord among the students. The decision is made to continue the use of the curriculum because the decision makers did not receive or did not take the time to read the evaluator's report. The evaluator must take steps to inform these individuals of the data. Subsequently, should the decision remain unaltered, the evaluator may feel compelled to address a more public forum.

The problem has another side to it. Sometimes the evaluator errs and includes inaccurate information in a report which is circulated to a wider audience. The client is now placed in a defensive posture. The report is wrong and must be corrected. Yet in correcting what may be minor factual errors, the client may discredit a report which is by and large favorable. He or she is placed in an extremely untenable position.

The most unfortunate aspect of these situations is the fact that they are usually so easily avoided. In most instances the misuse or non-use of data arises not from a lack of scruple, but from a lack of understanding. If the contract included provisions for the review of reports by both parties prior to release and for the adjudication of disputes, most problems of this nature would probably be eliminated.

In the instance of the unscrupulous vocational training program project director, a conference with the evaluator might result in an impasse. The director sees an opportunity to make hay while the sun shines. The evaluator, one hopes, will not tolerate such fraud, but will make very effort to expose it. In the other examples used, however, it is doubtful that disagreement would persist. Reasonable individuals will find acceptable resolutions. Thus a provision for prior review to correct factual errors and examine differences in interpretation of the evidence would substantially ameliorate the situation.

An agreed upon adjudication process would also be beneficial. There are many means that one can employ to achieve the resolution of disputes. A binding or a non-binding arbitration clause could be inserted in the contract. The arbiter could be a professional member of the American Arbitration Association. Alternatively, an agreement could be reached on the use of an individual arbiter or a panel of arbitraters chosen from the field of education. The panel offers the advantage of permitting the representation of multiple perspectives, e.g., evaluation, administration, and the relevant instructional disciplines. The panel should, however, consist of an odd number of individuals in order to avoid tie votes. At least one member of the panel should be technically competent in the appropriate evaluation methodologies, i.e., statistics, measurement, design, ethnography, observational systems, etc. If that is not possible, the panel should have access to expert testimony.

Even in the absence of a binding arbitration clause, the contractual agreement for an adjudication process could serve a valuable purpose. In the case of conflicting interpretations of the data, for example, it could serve to legitimate or discredit particular courses of action. Take the case of the social studies curriculum. If the client feels that the data on racial discord was inconclusive or unreliable and for that reason should be deleted from the report, arbitration might fail to resolve the differences of the client and the evaluator concerning the worth of the data but might suggest that both points of view ought to be included in the report. It could thus discourage and discredit the use of a more public forum.

The same approach to conflict resolution could be utilized in instances where the client wishes to terminate a contract, for example, on the grounds of non-performance, or the evaluator wishes to terminate, for example, on the grounds that the client has not met contract conditions concerning data access. Termination procedures should also be a matter of contractual agreement.

Regardless of the means chosen, and irrespective of the perceived likelihood that it will be necessary, it is recommended that an adjudication process be negotiated and included in the contract. The mere availability of the process often serves to promote better communication and more facile resolution of disagreements between client and contractor.

Of course the contract should also stipulate the basis of payment. Not only the total sum of the contract price, but the payment schedule needs to be clear. Some funding agencies have restrictions concerning what equipment costs can be legitimately paid, for example, or the amount that can be charged for indirect costs. It is wise to include these restrictions in the evaluation contract to avoid confusion. It is also useful to include in the contract specifications for appropriate remuneration in the event the contract is terminated.

5. Parties Involved in Negotiation.

One common source of difficulty in the conduct of evaluations is the fact that significant individuals or groups were not included in the negotiation of the contract. An excellent case in point is the one related by Brickell and quoted earlier in this paper concerning the area superintendents who had different expectations of the paraprofessional project than did the central administration. Had the central administration thought to involve the area superintendents in the negotiation of the contract it is highly probable that a more comprehensive evaluation would have occurred. Certainly the evaluator's role would have been clearer and less fraught with conflict. As a general rule *all who will be affected by the evaluation have the right to be involved in the negotiations--at least by representation*. Too often, for example, we expect teachers and students to comply completely with an investigation without ever involving them in decisions about what data will be collected, from whom, in what manner, or when. It does not seem unreasonable to suggest that at a minimum a representative of each group could be involved in the negotiations and report back to those he or she represents.

The preceding argument should not be taken to mean that these groups are entitled to be involved in all aspects of the negotiations. For example, since the argument is tenuous at best that the teachers and students are affected by the annual salary made by an evaluator, they are not entitled to that information nor to involvement in negotiation concerning salary or budget. It may be that some day all publicly supported contracts, salaries and budgets will be open to public view. Road contractors, public works departments, hospitals, etc., and their employees would then all be subjected to the same scrutiny. In that case the evaluation contractor's records should also be open. Until that day arrives, however, singling out the evaluation contractor is simply discrimination.

Moreover, one must bear in mind that involvement in the negotiations does not equal veto power. The primary negotiators are usually the funding agency and the direct client. Thus, if the state department of education provides money to a school system for a particular evaluation project, the state department and the legally constituted authorities of the local system are the principal negotiators with the evaluation contractor. The involvement of principals, teachers, students, and citizens is at a secondary level and limited to those aspects of the contract which directly affect them.

The involvement of these groups is in keeping with the fundamental values of a democratic society. It also tends to maximize communication and reduce the threat of non-cooperation on the part of those who either don't understand what is going on or are alienated by virtue of their exclusion from the decision making process.

6. Procedures for Terminating Negotiations.

Consider the following situation. An evaluation contractor has been selected either on a sole source basis or by means of an RFP. Negotiations have been going on for two months, the project will be implemented within the next four months. Time is getting short. Does the client break off negotiations and begin bargaining with their second choice? It all depends.

It depends on whether the negotiations are progressing smoothly and a contract can be expected soon. It depends on how much lead time before implementation the evaluation will require. It depends on how much money has been invested thus far in the process, and what it is expected to cost before a contract is consummated. It also depends on whether the contractor and client think that it is worth the expenditure of more time and energy to pursue the negotiations.

Neither the client nor evaluator can force negotiations to a successful conclusion. If irreconcilable differences exist, the only intelligent course of action is to agree to terminate negotiations. The wisest way to proceed might be for all the parties involved to set some resource and time limitations on what they will invest in the negotiation.

CHECKLIST: Section Six: Criteria for Use in Negotiating the Contract

		Check one for each item	
		Yes	No
1.	If an experimental design is appropriate, are the negotiations scheduled to occur in time to permit evaluator involvement prior to the assignment of the treatment to the experimental units?		
2.	If a time frame approach to the evaluation is appropriate, are the negotiations scheduled to occur in time to permit the collection of data (concerning the status of those who are to participate) well in advance of the introduction of the treatment?		
3.	If necessary, are the negotiations scheduled to occur in time to permit the development, tryout, analysis, and revision of instruments prior to their first intended use?		
4.	Have adequate provisions been made for the development of an evaluation design through one of the following: preparation of design for set fee; preparation of design as the first phase of the contract; or preparation of design under an initial contract, with a separate contract for implementing the design.		
5.	Does the negotiated Scope of Work include: a. the procedures to be employed by the evaluator and a time schedule for their performance?		
	b. adequate descriptions of the products to be expected from the evaluation and deadlines for their delivery?		
	c. criteria for judging that the contract has been fulfilled?		
6.	Have the negotiations dealt with the respective responsibilities of the client and contractor concerning: a. the identification of the objectives of the inquiry?		
	b. data access?		

		Check one for each item	
		Yes	No
7.	Are the audiences of the evaluation report(s) identified?		
8.	Have negotiations concerning potential conflicts of interest taken place?		
9.	Has the issue of "piggybacking" other research interests been discussed?		
10.	Have the copyright and publication rights issues been thoroughly explored and mutually agreed upon?		
11.	Has an agreement concerning the rights of prior review of reports been reached?		
12.	Has an adjudication procedure been established?		
13.	Has a basis for payment been established?		
14.	Have the primary negotiators been identified?		
15.	Have those who will be affected by the evaluation been invited to participate at a secondary level in the negotiations, at least by representation?		
16.	Has a time and resource limit for negotiations been set by mutual agreement?		
17.	If the negotiations have not been successfully concluded with the time and resource limits set, has a second potential contractor been identified? (Refer to checklist section three.)		

SUMMARY TO SECTION SIX: Based on questions 1-17 above, have negotiations been sufficiently successful to warrant letting a contract or contracts for accomplishment of the evaluation design and conduct of the evaluation? (If yes, sign the contract; if no, return to section four and use to find another contractor.)		

G. Standards and Procedures for Monitoring an Evaluation Contract

Assume that the negotiations have been successfully concluded and that a contract to conduct the evaluation exists. If the negotiations have been well conducted, why does one need to monitor the contract? There are two basic reasons for monitoring. The first is to identify unanticipated events which will affect the capacity of the client or evaluator to comply fully with the contract so that renegotiation of the contract, if necessary, can occur. The second reason for monitoring is to identify promptly areas of dissatisfaction on the part of either the client or the contractor so that small problems do not grow into a breach of contract situation, and to facilitate mutual agreement to terminate the contract if that seems to be the best course of action.

1. The Tools of Monitoring

There are two tools that permit the client to monitor the performance of the contractor. The first is the scope of work section of the contract. The second is the criteria established for the procedures and the products specified in the contract. The latter tool is the topic for the companion paper (Sanders and Nafziger, 1975) and will not be dealt with here.

Other than the qualitative judgments to be made, there are four basic questions one can ask of the evaluator's performance:

1. Did the evaluator use the procedures that were agreed upon?
2. Did the evaluator use the procedures within the time schedule agreed upon?
3. Did the evaluator deliver the products agreed upon?
4. Were those products delivered by the agreed upon deadlines?

Without the specification of these elements in the contract it is virtually impossible to monitor the contract, to establish contract fulfillment or breach. It is in short a "no win" situation for all concerned.

2. Procedures for Renegotiation of the Contract

More often than not the evaluation will not be accomplished strictly in accord with the contract. There always seems to be some unexpected event that forces modification of the original intent. If, for example, three of six teachers who are using a new math curricula resign for one reason or another, it is clear that some change in the evaluation design is in order.

Whenever circumstances change from those anticipated in the contract, the client and the contractor need to consider whether renegotiation is required. Both parties should examine the scope of work contained in the contract and determine which elements can still be accomplished and which are no longer feasible. Adjustment can then be made. The timelines may need to be altered. More, or less, money may be appropriate given the changed situation. In the event that the client and contractor disagree about the kind or extent of the modifications required, the adjudication process stipulated in the contract should be used.

Given the constraints of the real world of the school, flexibility is essential for both parties. One also must on occasion concede that fate has decreed that no evaluation is to occur. Through the fault of no one, the situation is hopelessly out of hand. A means for termination of the contract then should be used.

3. Procedures for Termination of the Contract

When both parties agree that the contract should be terminated, they ought to refer to agreements contained in the contract concerning appropriate remuneration and close-out procedures. A brief report identifying the reasons for termination should be prepared and filed. If either party does not wish to terminate the contract or if a dispute exists concerning what would constitute just recompense or concerning some other factor, then it is appropriate to implement the adjudication process agreed upon in the contract.

There is one very natural point at which to consider termination of the contract, namely, at the end of the design phase, unless the fee or separate contract approach was used. The other points need to be built into the contract. For the products, the deadlines constitute points at which one can examine contract fulfillment. Determining whether the evaluation is following the agreed upon procedures is somewhat more problematic. The use of a "milestone" approach has been used with some success. Within the contract one stipulates a specific point in time by which certain events are to have occurred. At each of these time points the client and contractor can jointly review progress to see whether things are on target. For example, the contract for the evaluation of a Science Program may call for the administration of a pretest to students, interviews with each experimental teacher and a cost comparison with four major curriculum competitors to have taken place by December 1. On or shortly after that date the client and contractor confer to examine delays, overexpenditures, and the like, and the reasons for them. If the problems are serious enough, one considers the possibility of renegotiation or of termination.

Determining which breaches of the contract are serious enough to merit considering termination is dependent on the situation and the individuals. Certain cases are so extreme that solutions are easy. The last teacher interview was conducted on December 2 because the evaluator caught the flu and had to reschedule. No one in their right mind would consider dissolution of the contract on that ground. On the other side, if no one has seen or heard of the evaluator since the day the contract was signed, it is relatively simple to decide that breach of contract has occurred, and to terminate. Usually, however, the situation is not as clear cut. Judgment and the intelligent application of experience is required.

Perhaps the best advice one can offer is that the communication of dissatisfaction must be direct and open and documented very carefully. If the contractor feels that work for which the client is responsible is not being performed adequately, and that this failure is adversely affecting the evaluation effort, that should be discussed between the parties. The results of that meeting should be noted in a memorandum or letter. If the client believes that the evaluator is failing to perform his responsibilities, again this situation should be discussed and documented. Almost any unilateral attempt to terminate the contract without some prior expression of dissatisfaction is foolhardy. It is an invitation to a debilitating and protracted dispute.

One great advantage of an agreed upon adjudication procedure is the fact that one is reminded of what will be required to satisfy the information demands of the arbiter(s). In preparing that information one is often able to track down the real source of the problem and amicably renegotiate or terminate the contract rather than enter a contentious fray.

CHECKLIST: Section Seven: Criteria for Use in Monitoring the Contract

	Check one for each item	
	Yes	No
1. Have procedures for monitoring the progress of the work been agreed upon, i. e., have milestone review points and product deadlines been clearly set?		
2. If circumstances are different than those anticipated in the contract, has a renegotiation occurred?		
3. If renegotiation was not possible, has a mutually satisfactory agreement to terminate the contract been reached?		
4. If a dispute exists, have the two parties met to attempt a resolution? Have the results of that meeting been documented?		
5. If the dispute cannot be resolved among the parties to the contract, has the adjudication process been invoked?		

SUMMARY TO SECTION SEVEN: Based on questions 1-5 above, is the conduct of the evaluation proceeding in a mutually satisfactory fashion? (If yes, proceed to completion of the evaluation; if no, modify or terminate contract as necessary.)		

H. Application of the Standards and Procedures to Sample Contracts

In order to illustrate how the standards and procedures proposed in this paper might prove useful, three hypothetical contracts have been constructed. The first is a contract for the design of an evaluation. The second is a comprehensive contract for the conduct of that same evaluation. Each of these contracts has been formally drawn with a great many details provided in the contract to illustrate how completeness and precision might be obtained.

The third contract is far less formal and complete. It illustrates the minimum content of a contract. Since many contractual areas are not dealt with, a document of this kind assumes a high degree of trust and confidence between the two parties. Each relies on the other's professional sense of responsibility.

CONTRACT

FOR AN

EVALUATION DESIGN

This agreement entered into as of this 1st day of June, 1975 by and between the school district of Metropol, hereinafter referred to as the "district" and

Evaluator's Anonymous, Inc.
119 Bal Fontaine Road
Juneau, Alaska

hereinafter referred to as the "contractor."

Whereas, the school district of Metropol, proposes to evaluate the Preschool Concept Development Program which is to be installed in several kindergarten classrooms as of September 7, 1975; and

Whereas, the school district desires to avail itself of the services of a contractor experienced and qualified in this field; and

Whereas, the contractor is willing to undertake this endeavor;

Therefore, the parties do mutually agree as follows:

1. Scope of Services

The contractor agrees to design an evaluation of the Preschool Concept Development Program which will provide answers to the following questions:

A. How is this program being implemented in the classrooms in which it is used?

B. Are the children in classrooms in which this program is used mastering its objectives?

C. Do the children in classrooms using this program achieve a higher mean score on an appropriate examination than children in other kindergarten classrooms?

D. Do the teachers using this program view it as a valuable adjunct to their instructional effort?

In order to accomplish this evaluation, the contractor agrees to present to the Board of Education a proposed evaluation design no later than June 15, 1975. The evaluation design is to incorporate the following provisions:

A. No more than 6 of 12 available classrooms are to receive the program.

B. The selection of classrooms for participation must be sensitive to the multiple ethnicity of Metropol and still permit valid comparisons of participating and non-participating classrooms.

C. Any instruments to be created, adapted, or used in this evaluation are to be specified in the design. Moreover, the frequency of use and intended respondents are to be similarly specified.

D. Any statistical analyses to be performed in connection with this evaluation are to be specified in the design.

E. Dates are to be specified for the submission of an interim and a final report.

The proposed evaluation design will be reviewed by a committee selected by the School Board of the district and comprised of:

One member of the Board of Education
The Superintendent of Schools
One elementary school principal
One kindergarten teacher
One parent of an incoming kindergarten student

The review is to take place on or before June 18, 1975. Based upon the review of the proposed design, the committee will make one of three decisions for and in behalf of the district: (1) to accept the design as is and issue a contract to the contractor to proceed with the evaluation in terms specified within the design; (2) to list required modifications in the design to serve as a basis for negotiation of the design with the contractor; or (3) to reject the design and terminate further involvement of the contractor in the evaluation. In the event the second decision is rendered, negotiations are to begin on June 20, 1975 at a meeting to be held in the school district office in Metropol. They are to conclude in an agreement to proceed with the implementation of a negotiated evaluation design specified by contract or to terminate negotiations no later than July 1, 1975.

2. Basis of Payment

Irrespective of the nature of the committee's decision resulting from review of the submitted design, the Board of Education agrees to pay the contractor a sum not to exceed $500. 00 for the preparation and submission of the evaluation design proposal. The contractor shall submit to the school district an invoice for services performed and authorized reimbursable expenses. The contractor is authorized to charge 22 percent of all invoiced costs in and for indirect costs. Each invoice shall show for each employee of the contractor that worked on this project during the invoice period, the name and hours worked directly on the project. Also accompanying the invoice shall be evidence of reimbursable costs paid.

The contractor shall also provide a detailed budget for the proposed evaluation. The names of those individuals who will be primarily responsible for the evaluation shall be provided. The school district will provide keypunching services, computational equipment time on an IBM 360-50, and access to the Bio Med and SPSS statistical packages. Costs for these activities are not be included.

School District of Metropol	Evaluator's Anonymous, Inc.
By____________________	By____________________
Date____________________	Date____________________

COMPREHENSIVE
CONTRACT FOR AN
EVALUATION STUDY

This agreement entered into as of this 1st day of July, 1975 by and between the school district of Metropol, hereinafter referred to as the "district," and

Evaluator's Anonymous, Inc.
119 Bal Fontaine Road
Juneau, Alaska

hereinafter referred to as the "contractor."

Whereas, the design submitted by the contractor for the evaluation of the Preschool Concept Development Program (PCDP) has been modified by negotiation; and,

Whereas, the School Board of Metropol approves the recommendation of their negotiation committee to proceed with the evaluation; and,

Whereas, the contractor is willing to undertake this endeavor;

Therefore, the parties do mutually agree as follows:

1. Period of Contract

This contract shall be in force from 1 July, 1975 to 31 August, 1976 at which time the services agreed to are to have been provided and all products delivered as called for in this contract and in accord with the deadline included herein.

2. Scope of Services

The contractor shall perform those services necessary to accomplish the evaluation of the Preschool Concept Development Program in accord with the agreed upon design. Specifically, the contractor shall:

> Select by use of procedures specified hereafter six kindergarten classrooms to receive the PCDP instructional material and three kindergarten classrooms to serve as comparison classrooms. The classrooms are to be chosen so that they differ with respect to the percent of the children who speak a native language in their home, as shown in Table 1.

TABLE 1

SAMPLING PLAN

Percent of the students who speak a native language	0 - 30%	31 - 65%	66 - 100%
PCDP Classrooms	2	2	2
Comparison Classrooms	1	1	1

During the school year each PCDP classroom is to be observed for one hour per week on the average by two members of the contractor's staff. One half of this observation time will be devoted to the use of the PCDP Implementation Observation Schedule. The remaining half will be non-structured. Monthly progress reports will be provided to each PCDP teacher on the extent to which he or she is in conformity with expected PCDP teaching practice.

On 30 March, 1976 the contractor will submit an interim report on any modification made in the PCDP Implementation Observation Schedule, as well as a report on its characteristics. Included in the latter report will be evidence concerning its objectivity as well as a correlational analysis of the relationship between teacher self-report data and the observation data.

A final report on data collected by use of the schedule will be included in the evaluation report due on 31 August, 1976.

During the months of September and May, each student in the nine participating classrooms will be administered the Saltonstall Development

Analysis Test by qualified test administrators employed by the contractor. The test is to be individually administered.

The contractor will be responsible for all statistical analysis. The May test data is to be subjected to covariance analysis with the September scores entered as the first covariate. The PCDP classrooms will be contrasted with the comparison classrooms using the classroom means of the May scores adjusted for the pre-scores as the units of analysis. Based on indices of the degree of implementation of the expected teaching practice derived from the observational data, the PCDP classrooms are to be contrasted on these same adjusted classroom means.

The contractor will also analyze the PCDP mastery test data provided by the school district for participating classrooms. Among the information to be presented will be the percent of students who have mastered the various PCDP objectives at the defined criterion levels. These data are also to be presented so as to permit comparison among classrooms by implementation indices.

The contractor will develop a teacher questionnaire form which will include a section permitting teachers to rate themselves in terms of their implementation of PCDP. The questionnaire is to be submitted to the school district for review by September 15, 1975 and revised after negotiations concerning changes. These questionnaires are to be administered during November, February and May. Collection of this questionnaire data will be the responsibility of the school district. The contractor will present frequency analyses of the questionnaire data in the final evaluation report.

During the course of the evaluation, there will be three types of reports expected. Monthly progress reports to the participating teachers on their implementation of PCDP are to be provided in October, November, December, January, February, March and April. These reports are to be kept confidential, i.e., only the teacher in question is to receive a copy.

A technical report on the PCDP Implementation Observation Schedule is due in March. Ten copies of this report are to be provided to the school district office.

The first draft of the final evaluation report is due on 30 July, 1976. Ten copies are to be provided to the school district office. After review by a school district appointed committee discussed further in section three of this contract, and subsequent negotiations, a final report will be submitted on 31 August, 1976. Fifty copies are to be provided to the school district for distribution to the School Board officials, school district staff, parents and other interested parties.

The final report is to preserve the confidentiality of all teachers and students as stipulated in section four of this contract.

3. Cooperation of the School District

To facilitate the accomplishment of this evaluation, the school district commits itself to undertake and accomplish the following:

The school district will provide the contractor with a schedule of the planned classroom use of the PCDP materials within each participating classroom. This schedule will be updated on a weekly basis to insure adequate observational coverage.

The school district will insure that the contractor has access to the selected classrooms for observational purposes. To promote fidelity of the information obtained, the timing of the contractor's observational visits need not be pre-arranged with the teacher nor the school principal.

The school district will collect and provide to the contractor mastery test data for each student in the PCDP program. These tests, of which there are three, will be administered to the students during November, February and May. All mastery test data to be analyzed will be provided to the contractor by 15 June, 1976, on keypunched 80 column cards in a mutually agreed upon format.

The school district will collect teacher questionnaire data during the months stipulated in Section 2. These data will be provided to the contractor by 15 June, 1976 on keypunched 80 column cards in a mutually agreed upon format.

The school district will keypunch the Saltonstall test data on 80 column cards according to a mutually agreed upon format. These cards will be provided to the contractor within 15 calendar days after the delivery of the information to be keypunched to the school district offices.

The school district will establish a review committee comprised of:
Dr. Melissa Frank, the Superintendent of the Metropol School District
Dr. Wilson Boyd, the Director of Elementary Instruction
Ms. Julie Rath, the Principal of the Weathertown School
Ms. Jean Richards, a representative chosen by the district's kindergarten teachers
Dr. Roland Green, Professor of Educational Psychology, University of Alaska

This committee will review the technical report, the teacher questionnaires and the first draft of the final report and return their comments and criticisms to the contractor, within 15 calendar days of receipt. The committee will also serve as the negotiating body for reaching agreement concerning necessary changes in these documents.

4. Additional Contract Provisions

A. Non-Discrimination

The contractor agrees that in performing this contract he or she shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, sex, creed, color or national origin, nor otherwise commit an unfair labor practice. The contractor further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

B. Compliance With Laws

The contractor shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and city government, which may in any manner affect the performance of the contract.

C. Insurance

The contractor will purchase and maintain during the life of this contract insurance coverage which will satisfactorily insure him against claims and liabilities which could arise because of the execution of this contract.

D. Conflict of Interest

No member of the governing body of the City of Metropol or other unit of government and no other officer, employee, or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the carrying out of the Project to which this contract pertains, shall have any personal interest, direct or indirect, in this contract. The contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the project to which this contract pertains which would conflict in any manner or degree with the performance of his services hereunder. The contractor further covenants that in the performance of this contract no person having any such interest shall be employed.

E. Confidentiality

The contractor agrees to preserve the confidentiality of all subjects participating in this evaluation: no teacher, student or school will be identified or identifiable in the written or oral reports provided to the district or any other party. (The use of fictitious names is permitted in reports to illustrate individual uses if that is deemed a desirable reporting technique).

F. Prior Review

No written report of this evaluation will be released by the contractor to any party without the concurrence of the District Review Committee. The district similarly agrees to secure the approval of the contractor prior to the dissemination of evaluation findings.

G. Other Research Interests

The contractor is free to use the instruments developed for use in this project or the results derived therefrom in other pursuits as long as this use does not violate any other contractual provision.

The contractor is similarly permitted to administer the "Teaching Climate Index" to those participating teachers who volunteer to respond to collect data for use in ongoing research in the area. The administration of this instrument is not to occur during normal school hours.

H. Publication Rights

The contractor is free to publish a report of this evaluation in a professional journal or to present an account at a professional society meeting with the following restrictions:

1. The confidentiality of the district, as well as that of the individuals involved, is preserved.
2. The article or presentation is first submitted to the district for prior approval (see section 4. F).

I. Negotiation/Arbitration

In the event of a dispute between the client and the contractor concerning any provision of this contract, that dispute will be submitted to a panel for arbitration. The panel will be comprised of:

Dr. Harrison Greeley, Professor of Education, The University of Alaska, Fairbanks

Dr. James Evans, Senior Research Associate, The Northwest Regional Educational Laboratory, Portland, Oregon

Dr. Michelle Williams, Associate Superintendent of Public Instruction, Alaska Department of Education.

The findings of this panel will not be binding on either party.

J. Termination of Contract

This agreement may be terminated by written mutual consent. In the event of termination the contractor shall be reimbursed for its costs incurred to the date of termination.

5. Milestone Dates

The dates of which products must be delivered and/or major activities must be concluded are shown below.

1 July, 1975	o Contract Agreement
30 August, 1975	o Classrooms (PCDP and comparison) selected
15 September, 1975	o District provides client with classroom schedule for use of PCDP--schedule to be updated by district on a weekly basis
	o Draft of PCDP Implementation Questionnaire delivered to district for review
	o Observation of PCDP classroom begins
30 September, 1975	o Saltonstall Developmental Analysis Test (SDAT) administered to PCDP and comparison classrooms
	o Committee review of PCDP Implementation Questionnaire completed and delivered to contractor

15 October, 1975	o Monthly Implementation Reports provided to PCDP teachers o Data from SDAT provided to district for keypunching
31 October, 1975	o Keypunched SDAT data delivered to contractor o PCDP Implementation Questionnaire delivered to district
15 November, 1975	o Monthly Implementation Reports provided to PCDP teachers
30 November, 1975	o PCDP Implementation Questionnaire administered to teachers by district o PCDP Mastery Test 1 data collected by district
15 December, 1975	o Monthly Implementation Reports provided to PCDP teachers
15 January, 1976	o Monthly Implementation Reports provided to PCDP teachers
15 February, 1976	o Monthly Implementation Reports provided to PCDP teachers
29 February, 1976	o PCDP Implementation Questionnaire administered to teachers by district o PCDP Mastery Test 2 data collected by district
15 March, 1976	o Monthly Implementation Reports provided to PCDP teachers

30 March, 1976	o Draft of Interim Technical Report on the PCDP Implementation Observation Schedule delivered to district
15 April, 1976	o Monthly Implementation Reports provided to PCDP teachers
	o Committee review of Interim Report delivered to contractor
15 May, 1976	o Monthly Implementation Reports provided to PCDP teachers
	o Final version of Interim Report delivered to district
30 May, 1976	o Saltonstall Developmental Analysis Test (SDAT) administered to PCDP and comparison classrooms
	o PCDP Implementation Questionnaire administered to teachers by district
	o PCDP Mastery Test 3 data collected by district
15 June, 1976	o Data from SDAT provided to district for keypunching
	o Keypunched data provided by district for all administrations of PCDP Implementation Questionnaire and Mastery Tests
30 June, 1976	o Keypunched SDAT data delivered to contractor
30 July, 1976	o Draft of Final Report due

15 August, 1976	o Committee review of Final Report delivered to contractor
31 August, 1976	o Final Report due

6. Basis of Payment

The district agrees to pay the sum of $14,975.00 to the contractor for the conduct of this evaluation. Payment is to be made as follows:

1 July, 1975	$2,975.00
1 October, 1975	$3,000.00
1 February, 1976	$3,000.00
1 May, 1976	$3,000.00
Acceptance of Final Report on or about 30 August, 1976	$3,000.00

The contractor assures the district that the indirect costs charged against this contract will not exceed 20.5% of the direct costs incurred.

In the event of contract termination, the contractor will be reimbursed for its costs to the date of termination.

School District of Metropol	Evaluator's Anonymous, Inc.
By____________________	By____________________
Date____________________	Date____________________

SIMPLIFIED CONTRACT FOR AN EVALUATION STUDY

Evaluators Anonymous, Inc.
119 Bal Fontaine Road
Juneau, Alaska

Superintendent L. K. Williams
Metropol School District
Metropol, Alaska

Dear Superintendent Williams:

I am pleased to submit a contract document for evaluating the Pre-school Concept Development Program now in operation in the Metropol School District. Enclosed are two copies of the contract for your signature. Please return one copy to me.

We are looking forward to working with you during the next several months. If I may provide further information, please do not hesitate to call upon me.

Sincerely,

Harriet Brand
President

HB/ph

AGREEMENT

This agreement is made and entered into by and between the School District of Metropol, Alaska, hereinafter called the district, and Evaluator's Anonymous, Inc., hereinafter called the contractor.

1.0 Purpose

The district and the contractor mutually agree to carry out activities that will result in the evaluation of the Pre-school Concept Development Program (PCDP).

2.0 The contractor will:

2.1 Devise a sampling strategy to permit comparison of classrooms in which PCDP is used and other similar classrooms.

2.2 Devise an observational schedule for use in classrooms using PCDP in order to determine the extent to which the program is implemented as intended.

2.3 Observe each PCDP classroom on a one hour per week basis and provide a monthly report to each participating teacher.

2.4 Administer the Saltonstall Developmental Analysis Test to classrooms using PCDP and comparison classrooms in September, 1975 and May, 1976.

2.5 Develop a questionnaire to elicit information about program use for teachers using PCDP.

2.6 Provide a technical report on the observation schedule in March, 1976.

2.7 Analyze all data, including that provided by the district.

2.8 Prepare a draft copy of the final report by 30 July, 1976.

2.9 Prepare a revised final report by 30 August, 1976.

3.0 The district will:

3.1 Provide the contractor with a schedule of classroom use of PCDP.

3.2 Collect questionnaire data from teachers using PCDP during November, 1975; February, 1976 and May, 1976.

3.3 Collect student data on PCDP mastery tests, according to the following schedule:

Mastery Test 1	November, 1975
Mastery Test 2	February, 1976
Mastery Test 3	May, 1976

3.4 Keypunch all data on 80 column cards in a mutually agreed upon format.

3.5 Provide free access to the district's computer system for data analysis.

3.6 Return all documents submitted for review within 15 days of receipt.

3.7 Provide a sum of $14,975.00 to the contractor for the conduct of this evaluation.

4.0 Conditions

4.1 The period of performance shall be from July, 1975 to 30 August, 1976.

4.2 This shall be a fixed price contract in the amount of $14,975.00 for the performance of work stipulated in paragraphs 2.1 through 2.9.

4.3 Forty copies of the final report shall be delivered to the district without restriction as to its use. In addition, the contractor shall have unrestricted use of the contents of the products, either in the extant or an adapted form, for its continued use in the field of education, with or without reference to the district as determined by the district.

4.4 The payment schedule to the contractor will be as follows:

1 July, 1975	$2,975.00
1 October, 1975	$3,000.00
1 February, 1976	$3,000.00
1 May, 1976	$3,000.00
Acceptance of Final Report on or about 30 August, 1976	$3,000.00

4.5 This agreement may be terminated by written mutual consent. In the event of termination the contractor shall be reimbursed for its costs incurred to the date of termination.

School District of Metropol

By______________________________

Date_____________________________

Evaluator's Anonymous, Inc.

By______________________________

Date_____________________________

References

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